



## INVITATION FOR SEALED BID

**BID 00-605**

**Description: STADIUM SEATING**

**Department: MAXWELL CONVENTION CENTER**

**NIGP Commodity Code(s): 420-04-00-000-0**

**Total pages including this page is 30**

**Important Instruction – Read Carefully:**

**If you have obtained these bid specifications from either of:**

**City of Tulsa's Fax-on-Demand (918-596-1171) or**

**City of Tulsa's Website : [www.cityoftulsapurchasing.org](http://www.cityoftulsapurchasing.org)**

**you must notify the buyer Laura Blades of your intent to bid by e-mail [lblades@ci.tulsa.ok.us](mailto:lblades@ci.tulsa.ok.us) in order to receive addenda. The buyer will always acknowledge your e-mail for your records. All addenda will be posted on fax-on-demand and the website.**

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**Pay special attention to those pages with a reference to the following notes:**

**Note #1: Signature of authorized agent required**

**Note #2: Signature of an authorized agent and notarized required**

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**Your bid response should follow the same format listed above plus any additional format requested in the body of the bid invitation.**

**INVITATION FOR SEALED BIDS  
TO  
City of Tulsa**

200 CIVIC CENTER, ROOM 109, TULSA, OKLAHOMA 74103

Bid number and date of bid opening must appear on the lower  
left outside corner of bid envelopes and all related containers.

**DATE OF OPENING:**    April 12, 2001

**BID NUMBER:**    00-605

**BID MUST BE IN THE CITY CLERK'S OFFICE AT THE ABOVE ADDRESS BY 5:00 P.M. THE DAY PRECEDING THE "DATE OF OPENING" SHOWN ABOVE.**

**BIDS WILL BE OPENED AT 8:30 A.M. IN THE CITY COUNCIL ROOM ON THE DAY SPECIFIED UNDER "DATE OF OPENING."**

PUBLISHED IN THE TULSA DAILY COMMERCE AND LEGAL NEWS:    March 26, 27, 28, 29, 30, 2001

Bid must be accompanied by bidder's bond, cashier's check or certified check in the amount of:    NONE

PLEASE READ TERMS AND CONDITIONS ON THE NEXT PAGE BEFORE COMPLETING BID DOCUMENTS

\*\*\*\*\* **THE FOLLOWING SECTION MUST BE COMPLETED BY BIDDER** \*\*\*\*\*

Delivery will be made in not more than \_\_\_\_\_ days after receipt of order.

Payment terms \_\_\_\_\_ % \_\_\_\_\_ days.

City of Tulsa may increase quantity of order at the unit price bid for \_\_\_\_\_ days. (Bidder to Specify Days) I have examined the terms and specifications and the instructions to bidders herein and agree, provided I am awarded a contract, to provide the above described items for the sum shown in accordance with the terms and specifications stated herein. All deviations are in writing and attached hereto.

Enclosed is a [  ] BID BOND ; [  ] CASHIER'S CHECK; [  ] Certified Check in the amount of \$ \_\_\_\_\_, which I agree the City of Tulsa may retain as liquidated damages in the event of my failure to comply with the terms of this bid.

**MUST BE SIGNED BY AUTHORIZED AGENT TO BE VALID**

FIRM NAME \_\_\_\_\_ by \_\_\_\_\_

STREET \_\_\_\_\_ TITLE \_\_\_\_\_

CITY STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_ DATE \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS OF BIDS

THESE ITEMS APPLY TO AND BECOME A PART OF THE BID.

### NO EXCEPTIONS TO THESE TERMS & CONDITIONS WILL BE CONSIDERED.

1. **BIDS MUST BE SUBMITTED ON THIS FORM ONLY INCLUDING A SIGNATURE OF AN AUTHORIZED AGENT.** Each bid shall be placed in a separate envelope. Be sure envelope is completely and properly identified and sealed, showing the bid number and date in the lower left hand corner. Bids must be time stamped in the office of the City Clerk by 5:00 P.M. on the day before date of opening.
2. No bidder may withdraw his proposal for a period of thirty (30) days after the date and hour set for the opening of bids.
3. All prices shall be quoted F.O.B. Tulsa, Oklahoma, and delivery to City of Tulsa location shall be without additional charge.
4. The bidder shall attach the manufacturer's name of the equipment or material to be furnished, type, model numbers, manufacturer's descriptive bulletins and specifications. All guarantees and warranties should be clearly stated. This data shall be in sufficient detail to describe accurately the equipment or material to be furnished. Manufacturer's specifications, in respect to the successful bidder, shall be considered as part of his contract with the City of Tulsa.
5. The bidder shall show in the proposal both the unit prices and total amount, where required, of each item listed. In the event of error or discrepancy in the mathematics, the unit prices shall prevail.
6. Any exceptions or deviations from written specifications shall be shown in writing and attached to the bid form.
7. Each bidder agrees to comply with the terms of Title 5, Chapter 1, of Tulsa, Oklahoma Charter and revised ordinances relating to equal employment opportunity.
8. **THE ENCLOSED FORMS REGARDING NON-COLLUSION AND FINANCIAL INTEREST MUST BE SIGNED, NOTARIZED, AND RETURNED WITH THE BID.**
9. The City of Tulsa reserves the right to reject any and all bids, to waive any technicalities in the bidding, and to award each item to different bidders or all items to a single bidder.
10. All bids must be accompanied by bidders bond, cash, certified or cashier's check in the amount shown on the face of the bid form. This amount shall be retained by the City of Tulsa as liquidated damages in the event the successful bidder (or bidders) fails to execute a contract, if required. The bidder agrees that said amount is presumed to be the damages sustained by the City due to the impracticability and extreme difficulty in fixing the actual damages. The office of the City Clerk will return the bid deposits to the unsuccessful bidders, after a contract has been awarded or all bids have been rejected.
11. In the event cash discounts are offered by the bidder, the discount date shall begin with the date of invoice, the date of receipt of all material covered by the purchase order, or the date of receipt by the City of Tulsa of the original copy of the purchase order with properly executed Affidavit of Claimant, whichever is the later date.
12. Direct purchase of certain items of equipment or material by the City of Tulsa are exempt from Federal Excise Tax and Oklahoma Sales Tax. In such cases the bidder shall quote prices which do not include Federal Excise Tax and Oklahoma Sales Tax. The City of Tulsa will furnish executed exemption certificates upon presentation by the bidder at the time of purchase.
13. Bid must show number of days required for delivery under normal conditions. Failure to state delivery time obligates bidder to complete delivery in fourteen (14) calendar days. Unrealistically short or long delivery promises may cause bid to be disregarded. Contractor must keep Purchasing Department advised at all times of status of order. Default in promised delivery or failure to meet specifications authorizes the Purchasing Agent to purchase supplies elsewhere and charge full increase of cost and handling to defaulting contractor. Consistent failure to meet delivery promises without valid reason may cause removal from bid list.
14. Bidder agrees to defend and save City of Tulsa from and against all demands, claims, suits, costs, expenses, damages and judgments based upon infringement of any patent relating to goods specified in this order or the ordinary use or operation of such goods by City or use or operation of such goods in accordance with bidders direction.
15. If the bid requires a written contract, the successful bidder shall execute a written contract with the City of Tulsa and return the required bonds and insurance certificates within ten (10) days after submission of contracts to said bidder by the City.



# BIDDER AFFIDAVIT - TITLE 74 O.S. (1974 SUPP.) 85.22-85.25

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

\_\_\_\_\_, of lawful age, being first duly sworn on oath says  
**Authorized Agent**

1. (s)he is the duly authorized agent of \_\_\_\_\_, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached.
2. (s)he is fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and
3. neither the bidder nor anyone subject to the bidder's direction or control has been a party;
  - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
  - b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED AGENT

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
MY COMMISSION EXPIRES

**The Bidder Affidavit must be completed, signed by an authorized agent, and notarized.**

# CONTRACTOR/BIDDER INFORMATION SHEET

To be completed by all Bidders  
For Contracts with the City of Tulsa  
(Please print or type)

Project No. or Description \_\_\_\_\_  
\_\_\_\_\_

Full Name of Bidder \_\_\_\_\_

Legal Identity  
(Corporation, Partnership,  
Individual, etc.) \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Telephone No. \_\_\_\_\_

FAX No. \_\_\_\_\_

Taxpayer Identification Number \_\_\_\_\_

Contact Person \_\_\_\_\_

Phone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

E-mail address \_\_\_\_\_

Webpage Address \_\_\_\_\_

# Price Sheet Summary

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Vendor Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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**You will be able to obtain a copy of the Bid Summary on the City of Tulsa's Purchase-Net Fax-on-Demand and Website shortly after bid opening.**

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## **BID 00-605**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>COST</u>
1.	Furnish and install Platforms and chairs Hussey Platforms or acceptable equal Manufacturer _____  Model _____	\$ _____
2.	Forklift Beams	\$ _____

For additional information contact Rick Melton, 596-7177.

**BID 00-605  
STADIUM SEATING  
MAXWELL CONVENTION CENTER**

**INTENT:**

It is the intent of this bid to secure on a competitive basis, a source to provide **Stadium Seating** for the City of Tulsa, Maxwell Convention Center.

The intent of these specifications is to set minimum requirements, not to otherwise limit bidding. Inasmuch as some designs of equipment vary among different manufacturers, the City may accept bids on equipment with minor deviations to the written specifications. General, a minor deviation is defined as a deviation which does not: (A) Materially affect the ability of the product to achieve or accomplish a necessary function or task in the manner required by the specifications; (B) Compromise the safety of the user thereof; and, (C) Produce higher latent or patent costs to the City in any of a multiplicity of ways. The City of Tulsa specifically reserves the right to make the final judgment concerning what is or is not a minor deviation and to award the bidder(s) whose bid(s) best suit the City's need for the product being purchased.

**BIDDER'S AFFIDAVIT:**

Each bidder shall accompany their bid with a fully executed and notarized copy of the attached **Non-Collusion Affidavit** and the **Interest Affidavit**. Failure to do so may be cause for rejection of the bid.

**PRICING:**

Bid prices, unless otherwise specified, must be net, including transportation and handling charges fully prepaid by the supplier to destination and subject only to cash discount for prompt payment of invoice.

**DELIVERY:**

Delivery time must be stated in days in the appropriate spaces of the cover sheet. Indefinite terms such as "promptly", "without delay", etc., will not be given consideration. Failure to indicate delivery time may be cause for rejection of the bid.

**ASSIGNMENT:**

Successful bidder shall not sell, sublet, or assign this agreement or any portion thereof to any person or persons, except upon the written approval of the City of Tulsa.

## **ADDENDA AND INTERPRETATIONS:**

If it becomes necessary to revise any part of this bid, a written addendum will be provided to all the bidders. The City of Tulsa is not bound by any oral representations, clarifications or changes made in the written specifications by City of Tulsa employees unless such clarification or change is provided to bidders in written addendum form from the Purchasing Division.

## **ALTERING BIDS:**

Bids cannot be altered or amended after submission deadline. **Any interlineation, alteration or erasure made** before opening time and date **must be initialed** by the signer of the bid, guaranteeing authenticity. Bids must be submitted in ink or typewritten. Penciling will not be accepted.

## **SILENCE OF SPECIFICATIONS:**

The apparent silence of this specification as to any detail or the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practice is to be used. All interpretations of this specification shall be made from this statement. Proof of compliance will be the responsibility of the vendor.

## **PACKING AND MARKING:**

The packing and marking of the items shall be by the best acceptable commercial standards in containers so constructed as to insure against damage under normal handling and transportation.

**The cost of all special packing, boxing, crating or cartage is included in the pricing specified on the response unless otherwise specifically stated in the request.**

Each shipping container and all correspondence and documents relating to this bid must be marked as follows:

- A. Maxwell Convention Center  
100 Civic Center  
Tulsa, OK 74103
- B. Purchase Order Number
- C. Bid 00-605

**TITLE/RISK OF LOSS:**

The title and risk of loss of the goods shall not pass to buyer until buyer actually receives and takes possession of the goods at the point of delivery.

**PURCHASE ORDERS, INVOICING AND PAYMENT:**

The City will issue a

Purchase Order to the successful bidder for the subject supplies. The successful bidder must furnish the user department one (1) copy of the itemized delivery ticket.

The original invoice is to be sent directly to the City of Tulsa, Accounts Payable Division, 200 Civic Center, City Hall Building Room 905, Tulsa, Oklahoma 74103.

**CONTRACTOR'S LIABILITY:**

**General Liability.** The City of Tulsa shall not be liable or responsible for any accident, loss, assault, battery, defamation, false arrest, false imprisonment, invasion of privacy, intentional or negligent infliction of emotional distress, injury (including death), or damages happening or occurring during the term of the performance of the work to persons and/or property, and the Contractor shall fully indemnify and protect the City from and against the same. In addition to the liability imposed by law on the Contractor for damage or injury (including death) to persons or property by reason of negligence of the Contractor or his agents, with liability is not impaired or otherwise affected hereby, the Contractor hereby assumes liability for and agrees to save the City harmless and indemnify him for every expense, liability or payment by reason of any damage or injury (including death) to persons or property suffered or any of his subcontractors or anyone directly or indirectly employed by premises while in control of the Contractor or any of his subcontractors or anyone directly or indirectly employed by either of them or arising in any way from the work called for in this bid.

**Liens.** Contractor agrees to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the services, labor and materials furnished by the Contractor or his subcontractors under the scope of this bid and from all laborer's materialmen's and mechanics' liens upon the real property upon which the work is located or any property of the City of Tulsa.

**Premiums.** Premiums on all insurance policies shall be paid by the Contractor and shall be deemed included in his service agreement unless otherwise specified.

**EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED:**

A. During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employees or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.
- (2) The contractor, in all solicitations or advertisements for employment placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- (3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

B. The contractor will include the provision of the foregoing paragraphs of this section in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**INSURANCE:**

The Contractor, and any subcontractors, shall carry and keep in force during the term of the contract policies of public liability insurance including any contractual liability assumed under the contract in the minimum amounts set forth below and workmen's compensation and employer's liability insurance in the amounts required by law. The contractor shall also furnish an owner's protective policy in the same amounts with the City of Tulsa as the named assured by the same insurance company as the insurer of contractor's liability coverage.

<b>Personal Injury, each person</b>	<b>\$100,000</b>
<b>Personal Injury each occurrence</b>	<b>\$1,000,000</b>
<b>Property Damage, each person</b>	<b>\$25,000</b>
<b>Property Damage, each occurrence</b>	<b>\$100,000</b>

The policy shall provide a clause stating that it cannot be canceled by the insurer without the insurer first giving the City ten (10) days written notice of cancellation. The successful bidder shall furnish the City a certificate of insurance showing such coverage within ten (10) days following the acceptance of the bid by the City.

## **AMERICANS WITH DISABILITIES ACT:**

Bidder shall take the necessary actions to ensure its facilities and employment practices are in compliance with the applicable requirements of the Americans with Disabilities Act. Any costs of such compliance will be the sole responsibility of Bidder.

Insurance Certificate **must be identified with bid request number of this bid solicitation.**

## **AWARD OF BID:**

The bid shall be awarded to the firm whose proposal is responsive to the bid and is most advantageous to the City, considering the factors identified in the bid and Section 406E of Title 6, The Purchasing Ordinance set forth below:

### 406E. AWARD OF CONTRACT

1. Authority in the Mayor. The Mayor shall have the authority to award contracts within the purview of this chapter.
2. Lowest Secure Bidder. Contracts shall be awarded to the lowest secure bidder meeting specifications. Bid Specifications may include a point system for evaluating the lowest secure bid. In determining "lowest secure bidder", in addition to price, the following factors shall be considered:
  - a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
  - b. whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference;
  - c. the character, integrity, reputation, judgment, experience and efficiency of the bidder;
  - d. the quality of performance of previous contracts or services;
  - e. the previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
  - f. the sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
  - g. the quality, availability and adaptability of the supplies or contractual services to the particular use required;
  - h. the ability of the bidder to provide future maintenance and service for the use of the subject of the contract;

- i. where an earlier delivery date would be of great benefit to the requisitioning agency, the date and terms of delivery may be considered in the bid award, and
- j. the number and scope of conditions attached to the bid.
- k. if a point system has been utilized in the bid specifications, the number of points earned by the bidder.

## TECHNICAL SPECIFICATIONS

1. Portable Telescopic Platforms consisting of 4 sections to form 2 banks 31feet, 2 inches each using two sections to form one bank.
2. Each bank must have 16 chairs on each row with 4 rows, 128 total seating.
3. Aisles to match up to existing aisles, same size with handrails.
4. Dimensions must be correct to fit height and aisle of existing permanent seating.
5. Chairs with armrests attached to portable platforms.
6. Chairs to have padded back and seat, color same as existing red.
7. Furnish all accessories (rubber gap closures, seat numbers, row letters, rail carts, floor pintels).
8. Strip lighting, low voltage/on each deck and aisles.
9. Fabric closure with S-Hooks, color blue to match other platforms to attach to end closures – 2 sides each bank minimum of 2 rails carts, enough for all railing.
10. Non-slip treads on each step.
11. Rear rails and side rails must be fork truck moveable, with proper railing and supports attached to meet attached specifications.
12. Installed with warranty and training.

## **SECTION 12765 – TELESCOPING PLATFORMS**

### **PART 1 GENERAL**

#### **1.01 SUMMARY**

- A. Section Includes: Telescopic platform seating sections of either manual or electric operation. Telescopic platforms are comprised of multiple-tiered seating rows of chairs, deck components and understructure that permit closing, without requiring dismantlement, into a nested configuration for storing or moving purposes.**
  - 1. Typical application includes the following:**
    - a. Portable/Movable Telescopic Platforms.**
- B. Related Sections:**
  - 1. Division 16 Electrical sections for electrical wiring and connections for powered telescopic platforms.**

#### **1.02 REFERENCES**

- A. National Fire Protection Association (NFPA)**
  - 1. NPFA 102 Standard for Grandstands, Folding and Telescopic Seating, Tents and Membrane Structures.**
- B. Standard Building Code (SBC)**
- C. Uniform Building Code (UBC)**
- D. American Welding Society (AWS):**
  - 1. AWS D1.1 Welding Code – Structural Steel.**
  - 2. AWS D1.3 Welding Code –Sheet Steel.**
- E. American Institute of Steel Constructions (AISC):**
  - 1. AISC – Design of Hot Rolled Steel Structural Members.**
- F. American National Standards Institute (ANSI).**
- G. American Iron & Steel Institute (AISI):**
  - 1. AISI – Design Cold Formed Steel Structural Members.**

- H. Aluminum Association (AA):
  - 1. AA – Aluminum Structures Construction Manual Series.
- I. American Society for Testing Materials (ASTM):
  - 1. ASTM – Standard Specification for Properties of Materials.
- J. National Forest Products Association (NFoPA):
  - 1. NfoPA – National Design Specification for Wood Construction.
- K. National Bureau of Standards/Products Standard (NBS/PS):
  - 1. PSI – Construction and Industrial Plywood.
- L. Americans with Disability Act (ADA)
  - 1. ADA – Standards for Accessible Design.

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

- A. Decking and Understructure:
  - 1. Design Loads: Comply with NFPA 102, 1995 Edition, Chapter 5.
  - 2. The platform system shall be designed to support and resist in addition to its own weight the following forces applied separately:
    - a. Uniformly distributed live load of not less than 100 lbs. per sq. ft. (488 kg/m<sup>2</sup>) of gross horizontal projection.
    - b. Parallel sway load of 24 lbs. per linear foot (36 kg/m) of row.
    - c. Perpendicular sway load of 10 lbs. per linear foot (15 kg/m) of row.
  - 3. Hand Railings, Posts and Supports: engineered to withstand the following forces applied separately:
    - a. Concentrated load of 200 lbs. (91 kg) applied alt any point and in any direction.
    - b. Uniform load of 50 lbs. per foot (74 kg/m) applied in any direction.
  - 4. Guard Railings, Post and Supports: engineered to withstand the following forces applied separately:

- a. Concentrated load of 200 lbs. (91 kg) applied at any point and in any direction along top rail.
  - b. Uniform load of 50 lbs. per foot (74 kg/m) applied horizontally at top rail and a simultaneous uniform load of 100 lbs. per foot (149 kg/m) applied vertically downward.
5. Member Sizes and Connections: Design criteria (current edition) of the following shall be the basis for calculation of member sizes and connections:
- a. AISC: Manual of Steel Construction
  - b. AISI: Specification for Design of Cold Formed Steel Structural Members
  - c. AA: Specification for Aluminum Structures
  - d. NFoPA: National Design Guide For Wood Construction

**B. Chairs**

**1. Seats:**

- a. Shall be cantilevered, self-centering, automatic three-quarter lift with over center retract feature for ease of row passage and janitorial access
- b. Shall be tested and professionally certified to support and withstand an evenly distributed 600 lbs. load without failure or irregularities that would impair usefulness.
- c. Shall be tested and professionally certified through an independent testing laboratory to withstand 350,000 operating cycles without added lubrication, spring fatigue, adjustment, or measurable bearing wear.
- d. Shall be tested and professionally certified to withstand, without failure, 5,000 impacts if a 40 lbs. sandbag dropped on center of seat from a distance of 12" at 35 c.p.m.

**2. Backs:**

- a. Shall withstand an evenly distributed front or rear load of 350 lbs.
- b. Shall be tested and professionally certified to withstand, without failure, 40,000 alternating swinging impact cycles by each of two opposing 40 lb. Sandbags. Sandbags shall be moved horizontally and equally through various distances (6", 8", 10" and 12") at 35 c.p.m.

3. **Materials (Flammability):** Shall satisfy applicable test, codes, standards or requirements as follows:
  - a. Polyethylene shall meet the Federal Motor Vehicles Safety Standard No. 302 which specifies a burning rate of less than 4" per minute.
  - b. Upholstery materials meet Class 1 requirements of U.S. Department of Commerce, CS 191-52 as required by the State of California Home Furnishings Act.
  - c. Cushioning and padding that exceeds ½" thickness shall be self-extinguishing and shall not exhibit flaming drippings to the extent that these drippings ignite a duplicate specimen of foam placed directly underneath the test sample when tested as defined in ASTM-1692-68.

#### **1.04 SUBMITTALS**

- A. **Section Cross-Reference:** Submit required submittals in accordance with "Conditions of the Contract" and Division 1 General Requirements.
- 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, if any.
- C. **Shop Drawings:** Indicate Telescopic Platform assembly layout, including row spacing and rise, aisle width and locations, assembly dimensions, anchorage to supporting structure, and details of accessories to be supplied. Indicate required electrical service to be provided by others.
- D. **Samples:** Seat materials and color finish as selected by Architect from manufacturers standard color finishes.
- E. **Installer Qualifications:** Installer qualifications indicating capability, experience and manufacturer acceptance.
- F. **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.
- G. **Operating/Maintenance Manuals:** Provide to owner maintenance manuals. Demonstrate operating procedures.
- H. **Warranty:** Manufacturers standard warranty documents.

## **1.05 QUALITY ASSURANCE**

- A. NFPA Standard: Comply with current NFPA 102 Standard for Grandstands, Folding and Telescopic Seating, Tents and Membrane Structures, and specifically with Chapter 5 Folding and Telescopic Seating, except where additional requirements are indicated or imposed by authorities having jurisdiction.**
- B. Welding Standards & Qualification: Comply with AWS D1.1 Welding Code- Structural Steel and AWS D1.3 Welding Code –Sheet Steel.**
- C. 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:**
    - \$500,000.00 Each Accident**
    - \$500,000.00 Disease – Policy Limit**
    - \$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 \$5,000,000.00.**
- D. Manufacturer Qualifications: Manufacturer who has forty years of experience manufacturing telescoping seat equipment.**
- E. Installer Qualifications: Engage experienced Installer who has specialized in installation of telescopic platform equipment similar to types required for this project and who is acceptable to, or certified by, telescopic platform manufacturer.**
- F. Engineer Qualifications: Engage professional licensed engineer experienced in providing engineering services of the kind indicated that have resulted in the successful installation of telescopic platforms similar in material, design, fabrication, and extent to those types indicated for this project.**

## **1.06 DELIVERY, STORAGE AND HANDLING**

- A. Deliver telescopic gym seats in manufacturers 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 telescopic platform 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 manufacture's standard warranty form for telescopic platforms. This warranty is in addition to, and not a limitation of other rights owner may have under contract documents.
  - 1. Warranty Period:** One year form 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:** Both operation and maintenance shall be transmitted to the owner by the manufacture 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. Operation of the seating system shall be supervised by responsible personnel who will assure that the operation is in accordance with the manufacturer's instructions.**
  - 2. Only attachments specifically approved by the manufacture for the specific installation shall be attached to the seating.**
  - 3. An annual inspection and required maintenance of each seating system shall be performed to assure safe conditions. At least biannually the inspection shall be performed by a professional engineer or factory qualified service personnel.**

## **PART 2 – PRODUCTS**

### **2.01 MANUFACTURERS**

- A. Manufacturer:** Hussey Seating Company, U.S.A.

1. **Address:** North Berwick, Maine, 003906
2. **Telephone:** (207) 676-2271; **Fax:** (207) 676-9690
3. **Product:** Hussey Telescopic Platform System:
  - a. **Hussey Model 4300**
  - b. **Platform Type:** portable
  - c. **Chair Operation:**
    - i. **Manual Operation:** Chairs shall be ganged in group(s) of one and two, manually raised and lowered. Armrests shall be manually positioned during raising of chairs.
  - d. **Chair Dimensions**
    - i. **Seat up envelope:** 16½”
    - ii. **Seat down envelope:** 24”
    - iii. **Seat height:** 17”
    - iv. **Armrest height:** 24”
    - v. **Back height:** 31½”
  - e. **Chair Construction:** padded seat, padded back
  - f. **Operation Type:** manual
  - g. **Transport System:** portable dollies, forklift tubes
4. **Product Description/Criteria:**
  - a. **Bank Length:** 2 @ 31’-2”
  - b. **Aisle Widths:** 4’-0”
  - c. **Number of Tiers:** 4
  - d. **Row Spacing(s):** No. of rows 4 @ 2’-10” spacing
  - e. **Row Rise:** 1’-4
  - f. **Open Dimension:** 12’-6¼”

- g. Closed Dimension: 4'- 1 5/16"**
- h. Overall Unit Height: 6'-8"**
- i. Seating Capacity: 128**

**5. Product Accessories:**

- a. Aisles: intermediate aisle steps, non slip tread, aluminum aisle rails**
- b. End Rails: removable folding aluminum rails**
- c. Front Trails: folding aluminum rails**
- d. Miscellaneous: rubber gap closures, seat numbers, row letters, rail carts, floor pintels**

**B. Other Acceptable Manufacturers: Will be considered if in compliance with these specifications. Deviations must be submitted with bid in order that a fair and proper evaluation be made. Those bidders not submitting a list of deviations will be presumed to have bid as specified.**

## **2.02 MATERIALS**

- A. Plywood: ANSI/Voluntary Product PSI, APA A-C Exterior Grade.**
- B. Structural Steel Shapes, Plates and Bars: ASTM A 36.**
- C. Uncoated Steel Strip (Non-Structural Components): ASTM A569, Commercial Quality, Hot-Rolled Strip.**
- D. Uncoated Steel Strip (Structural Components): ASTM A570 Grade 33, 40, 45 or 50, Structural Quality, Hot-Rolled Strip.**
- E. Galvanized Steel Strip: ASTM A446 Grade C, zinc coated by the hot-dip process, structural quality.**
- F. Structural Tubing: ASTM A500 Grade A, cold-formed.**
- G. Fasteners: Vibration-proof, of size and material standard with manufacturer.**

## **2.03 UNDERSTRUCTURE FABIRCATION**

### **A. Frame System:**

- 1. Wheels: Shall not be less than 6" diameter by 1 3/8" non-marring soft rubber face to protect wood or synthetic floor surfaces or hard rubber face for concrete and other hard floor surfaces. Wheels shall have molded-in sintered iron oil impregnated bushings to fit 3/8" diameter axles secured with E-type snap rings.**
- 2. Lower track shall interlock with adjacent lower track with 1/2" diameter pre-tensioned steel rod guide to maintain row to row alignment.**
- 3. Each lower track shall contain a vandal resistant tier catch to lock each row in open position and allow unlocking automatically.**
- 4. Upper track shall provide a solid molded polyethylene interlock guide. Both the upper and lower tracks shall provide adjustable stops to allow field adjustment of row spacings.**
- 5. Vertical column shall be high tensile steel, of boxed channel shape to allow through-bolt connections and finish inside and out.**
- 6. Diagonal knee bracing shall be formed high tensile steel angle members through-bolted to deck stiffeners and columns. The maximum unsupported deck length between bracing locations shall be 8'-0".**
- 7. Tapered deck stiffeners shall be formed high tensile steel through-bolted to decking and spaced not to exceed 4'-0" on center. Each deck stiffener shall contain a 1 1/4" diameter nylon roller to prevent steel to steel friction. Deck doublers shall be located at all plywood butt connections.**

**B. Deck System:**

**1. Model 4300:**

- a. Nosings shall be one-piece, non slip ribbed extruded aluminum shape with a material thickness not less than .094”.
- b. Rear risers shall be one-piece, non slip ribbed extruded aluminum shape with a material thickness not less than .094.
- c. Decking and aisle steps shall be unitized assemblies o snap interlocked, non-slip ribbed extruded aluminum shapes with a use surface material thickness not less than .094”. Underside of deck shall consist of inverted “Ts” approximately 3” on center with a material thickness to meet design criteria. Deck ends to be rigidized and protected with heavy aluminum end caps.
- d. Decking shall be through-bolted with extrusion clips fore/aft to deck stiffeners and frame cantilevers. Attachment by the use of self-tapping fasteners is unacceptable.
- e. Deck end overhang shall not exceed vertical column location by more than 4'-0”.

**2.04 SEATING FABRICATION**

**A. Chair Construction Type:**

**1. Padded Upholstered Seats/Backs: seats and backs**

- a. Each seat and back shall be textured one-piece double wall blow-molded pigmented polyethylene shells free of external ribs, faults, or reinforcements.
- b. Upholstery shall be complete self-retaining units, engaged within a protective 3/8” deep recess in the double wall molded plastic seat and back shells.
- c. Each unitized upholster panel shall be comprised of a medium density virgin urethane foam on a precision die cut tempered masonite backer fitted with concealed nylon fasteners. The fabric cover shall be tensioned over and neatly enclose both foam and backer.
- d. Each seat and back shall be internal structured with peripheral heavy gauge steel frame. The steel frames shall support, resist and transmit design loads to the rectangular steel chair stringer.
- e. Back must extend below seat to afford chair occupant protection from rear and eliminate any pinching hazard.

**2. Arch Spring/Foam Cushion Upholstered Seats:**

- a. Shall be internal structured with peripheral heavy gauge steel frame. The steel frame shall support, resist and transmit design loads to the rectangular steel chair stringer.**
- b. Five (5) “Herpetiform” steel cushion support springs shall be oriented front to rear to provide a firm, comfortable seat and best distribution of occupant load. Seat springs shall be interchangeable irrespective of chair spacing or seat width.**
- c. Springs shall operate on nylon squeak proof bearings.**
- d. Cushion shall be molded, virgin, high density, inherently fire-retardant polyurethane foam with integral 3-ply bonded continuous filament polyester fabric buffer to prevent springs from cutting, chafing, or otherwise damaging cushion. (Glued on “adhesive bonded” burlap or other loose fiber spring buffer not acceptable).**
- e. Contoured foam cushion shall not less than 1 ½”thick at center with added peripheral thickness to 2 ¾” insuring comfort.**
- f. Seat “covers” shall be of panel side construction, without welts, taut and securely retained.**
- g. Tailoring shall evidence a superior level of design, workmanship and fit. Seams shall be straight, continuous and neat, without unsightly puckering.**
- h. Covers shall be designed for replacement by unskilled workers. Seat construction requiring removal of the entire spring frame prior to cover replacement is not acceptable.**
- i. Seat (bottom) closure shall be textured plastic with front and sides turned 180 degrees to regain and protect cover. Pan materials, texture, and color shall match chair back; non-matching seat pan/back construction materials and finishes are not acceptable.**

- B. Chair Stringer:** Shall serve as the focal attachment and shall in turn transmit all forces to the standards.
- C. Steel Standards:** Shall be continuously welded steel tube. Close seam steel tube standards not continuously welded are unacceptable. The top of the standard shall be designed to secure the armrest in place.
  - 1. Steel fold-down standards** will be engaged in pivotal, riser support brackets. Each chair module will be supported between two standards.
- D. Seat Support Shaft:** Shall rotate freely within fixture aligned, permanent anti-friction bearings.
  - 1. Each of the independent seat hinges** shall be fitted with up and down stops as well as double acting, self-centering, preloaded coiled seat return springs with silencers.
  - 2. Chairs must be designed with two independent return springs** which position seat pan in  $\frac{3}{4}$  fold position with 100 percent (100%) fold position available for added aisle passage.
- E. Hinges, seat support, return springs, and stops** shall be enveloped and concealed by the seat and back shells.

## **2.05 SHOP FINISHES**

- A. Understructure:** For rust resistance, steel understructure shall be finished on all surfaces with grey “Dura-Coat” enamel. Understructure finish shall contain a silicone additive to improve scratch resistance of finish. Tubular steel which cannot be painted inside is unacceptable.
- B. Wear Surfaces:** Surface subject to normal wear by spectators shall have a finish that does not wear to show different color underneath:
  - 1. Steel nosing and rear risers** shall be pre-galvanized with a minimum spangle of G-60 zinc plating. Painted nosings or risers are unacceptable.
  - 2. Aluminum decks and steps** will be clear anodized in accordance with the Aluminum Association process designated as 204RI.04 mil Architectural Class 2.
- C. Chair Components**
  - 1. Steel** shall be chemically cleaned and dipped in an iron phosphate bath and electro statically spray enameled. Enamel shall be baked 20 minutes in a 300 degree oven.
  - 2. Blow-molded polyethylene** shall be pigmented with textured surface.

3. Color shall be selected from manufacturers' twenty-two (22) standard colors. Seating Contractor shall submit color samples for owner's approval prior to manufacture.
4. Fabric material shall be 100% Marquesa Lana upholstery continuous filament Olefin yarn with 13 fill picks per inch, 13 warp ends per inch, weighing 14.4 oz. per linear yard (exclusive of backing).

**2.06 FASTENINGS:**

- A. **Welds:** Performed by welders certified by AWS standards for the process employed.
- B. **Structural Connections:** Secured by structural bolts with prevailing torque lock nuts or free-spinning nuts in combination with lock washers. The use of self-tapping bolts or screws without locking nuts are unacceptable.

**2.10 TRANSPORT SYSTEMS**

- A. **Heavy Duty Portable Hydraulic Dollies:** Provide one pair of portable hydraulic dollies suitable for transport of the movable telescopic sections. Each dolly shall be separately equipped with complete front operated manual pump and ram. Each dolly shall be fitted with sufficient quantity of 360 degree swiveling ball race casters to insure ease of movement. Wheel treads shall be molded polyurethane bonded to cast steel with roller bearing hubs. Dollies shall be inserted manually beneath the front of the first telescoping row with the seating completely closed. The dollies shall be designed to engage, at the front, each rolling carriage and at the rear, the structural steel lift beam.

**2.11 ACCESSORIES**

- A. **Non-Slip Tread:** Provide at front edge of each aisle locations an adhesive-backed abrasive non-slip tread surface.
- B. **Intermediate Aisle Steps:** Intermediate aisle steps shall be of boxed fully enclosed type construction. Construction materials shall be coordinated with that of decking. Quantity and location as indicated on plans.
- C. **Vertical Aisle Center Handrails:** Provide removable folding 34" high handrail along the centerline of each vertical aisle, discontinuous at not more than every 5 rows. Handrails shall be provided with an intermediate horizontal mid-rail.
- D. **Front Rail:** Provide a front rail as required to extend 36" above the level of the first seating row deck and have intermediate members to fulfill applicable code and design criteria.
- E. **Aluminum End Rails – Folding Removable:** Provide aluminum 42" high removable rails with tubular supports and intermediate members to fulfill design criteria. Rails to be located at all required seating locations. Finish to be clear anodize.

- F. **Storage Carts:** Heavy duty mobile handling carts for storage and transportation of all demountable rails and related accessories. Storage trucks to be minimum 3'-9" wide and 6'-6" long with adjustable support brackets as required to store rails single high and from two sides of truck. Fit trucks with a sufficient quantity of 360 degree swivel wheels to insure ease of manual movement and stability of truck. Wheel treads to be molded polyurethane bonded to metal hub. Coordinate number of trucks required with event configurations indicated.
- G. **Operating Handles:** Provide and install operating handles to be used with manually operated sections. Handles shall be constructed of 1-5/16" O.D. Schedule 40 pipe.
- H. **Rubber Gap Closures:** Operating clearance gaps between sections shall be covered with removable thresholds. The thresholds shall be extruded rubber, retained by an oversize self-centering spline.
- I. **Chair Numbers (upholstered backs):** Black numbers etched on 5/8" x 1 1/2" anodized aluminum plates. Plates fitted in vandal resistant nosing recess secured with two rivets.
- J. **Row Letters:** Etched 5/8" x 1 1/2" anodized aluminum plates with black numerals. Plates fitted flush in vandal resistant arm recess secured with rivets.

### **PART 3 – EXECUTION**

#### **3.01 EXAMINATION**

- A. **Verification of Conditions:** Verify area to receive telescopic platforms are free of impediments interfering with installation and condition of installation substrates are acceptable to receive telescoping gym seats in accordance with telescoping gym seats manufacturer's recommendations. Do not commence installation until conditions are satisfactory.
- B. **Seating contractor shall be responsible for field checking site conditions and dimensions.**
- C. **Where differences exist between job site and plan to require changes in product, it shall be the responsibility of the seating contractor to coordinate with the building contractor to arrange appropriate adjustments in both contract price and deliver prior to shipment.**

#### **3.02 INSTALLATION**

- A. **Manufacturer's Recommendations:** Comply with telescopic platform manufacturer's recommendations for product installation requirements.

**B. General:** Install telescopic platform system in accordance with manufacturer's installation instructions and final shop drawings. Provide accessories, anchors, fasteners, inserts and other items for installation of telescopic platform and for permanent attachment to adjoining construction.

**3.03 ADJUSTMENT AND CLEANING**

**A. Adjustment:** After installation completion, lubricate, test and adjust each telescoping gym seats assembly to operate in compliance with manufacturer's operations manual.

**B. Cleaning:** Clean installed telescoping gym seats on both exposed and semi-exposed surfaces. Touch-up finishes to restore damage or soiled surfaces.

**3.04 PROTECTION**

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