

S P E C I F I C A T I O N S

# St. Mark's Charter School

Renwick Unified School District 267

## FURNISHINGS

(Dining Room Tables & Library Equipment)

### Separate Contract

St. Mark's Charter School  
19001 West 29<sup>th</sup> N.  
Colwich, Kansas 67030

10/08



Hanney & Associates Architects

1726 SOUTH HILLSIDE + WICHITA, KANSAS 67211 + 316-683-8965 + 316-684-1441 FAX + Harchitect@aol.com



**Furnishings Separate Contract at St. Mark's Charter School**

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**SECTION 00100**

**INVITATION TO BID & INSTRUCTIONS TO BIDDERS**

**St. Mark's Charter School Remodel - Furnishings**

Renwick Unified School District 267  
Colwich, Kansas

Drawings and Specifications Dated October 2008

**1. SCOPE OF PROJECT:**

The Specifications and the accompanying drawings are intended to provide for all materials and labor necessary for the **Furnishings** at the St. Mark's Charter School, Renwick Unified School District 267, Colwich, 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. 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 Blue Print, 700 S. Broadway, Wichita, Kansas  
B. Kansas Construction News, 230 Laura, Wichita, Kansas

**3. PROPOSAL PROCEDURE:**

3.1 Bid Date:

A. Sealed proposal for this project will be received by the Owners, The Board of Education, Renwick Unified School District 267, Andale, Kansas at the Central Office, 600 West Rush Ave., Andale, Kansas **Friday, October 31, 2008.**

1. Carpeting.....up to and until 11:00 A.M.
2. Kitchen Equipment .....up to and until 11:00 A.M.
- 3. Furnishings .....up to and until 11:00 A.M.**
4. Paving .....up to and until 11:00 A.M.
5. General Construction .....up to and until 1:30 P.M.

B. At which time proposals received will be opened and read publicly. Any proposals received after closing time will be returned unopened.

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- 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 PROPOSAL FORM or exact copy thereof bound into the specifications.

Fill in all blanks on the PROPOSAL FORM 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 The General Contractor is bidding a completion date for this project. As such this Contractor shall work to the schedule established by the General Contractor. The General Contractor will have liquidated damages associated with this completion date. This contractor may be charged liquidated damages if the performance of their work keeps the General Contractor from meeting the contractual date for substantial completion.
- 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.

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- 3.9 Enclose the proposal along with the required Proposal Security, in an opaque envelope:  
Proposal For: (State category of the work)

St. Mark's Charter School - Furnishings

Renwick Unified School District 267

Colwich, 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 **Renwick Unified School District #267**, Andale, 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 **Sedgwick 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 would require shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The Architect's decision of approval disapproval of a proposed substitute shall be final.

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6.3 If the Architect approves any proposed substitute, such approval will be set forth 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 are 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**

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**SECTION 00153**

**FURNISHINGS PROPOSAL**

**FOR**

**ST. MARK'S CHARTER SCHOOL**

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

St. Mark's Charter School - Furnishings  
Renwick USD 267  
Colwich, Kansas

The undersigned, in compliance with your invitation for bids for the **Furnishings** at the St. Mark's Charter School, for Unified School District #267, Colwich, 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 **Furnishings** at the St. Mark's Charter School, for Unified School District #267, Colwich, Kansas; I or (we) agree to perform all the work and furnish all materials complete for the sum of:

\_\_\_\_\_ (\$ \_\_\_\_\_ Dollars).

**TIME OF COMPLETION:** The General Contractor is bidding a completion date, with liquidated damages in the sum of Two Hundred Dollars (\$200.00) for each day thereafter, 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 in any sense of penalty. This Contractor will be required to meet the time constraints established by the General Contractor.

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

*This Contractor shall be responsible for the unloading and storage of materials for this project.*

*This Contractor shall be responsible for putting any debris generated by this work in the central trash receptacle maintained by the General Contractor.*

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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.)

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Respectfully Submitted,

---

(legal name of bidder)

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(address of bidder)

Seal  
(If bid is by a corporation)

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(signed by authorized officer)

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(title)

**End of Section 00153**

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**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 Furnishings for the St. Mark's Charter School, Colwich, Kansas.

**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.

**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 Contractors will be furnished free of charge the following number of sets of Working Drawings and Specifications, including all modifications thereof:

Furnishings Contractor            3 sets

6.2 Contractor shall pay the actual cost of reproduction for all additional sets requested by him.

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**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 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:**

The 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:**

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 the 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. 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:**

The Contractor shall obtain and pay for all permits, surveys and inspector's fees required without cost to the Owner. (**Sedgwick County and City of Colwich**).

**12. RESPONSIBILITY FOR ACCIDENTS:**

The 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 the work, until possession is taken by the Owner. The Contractor must provide all legal and necessary guard railing, lights, warning signs, etc., during the progress of the work.

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**13. INSURANCE:**

13.1 The Contractor shall purchase and maintain coverage's 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 (1) Workmen's Compensation	Statutory Workmen's Comp.
(2) Employer's Liability	
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. DETAIL AND WORKING DRAWINGS:**

Additional detail and working drawings will be furnished in amplification of the Contract Drawings, as they may be required; all such additional drawings are to be considered of equal force with those, which accompany these specifications. A complete set of the drawings and specifications must be kept in the building at all times during the progress of the work.

**15. DIMENSIONS:**

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

**16. FOREMAN:**

The General Contractor must have at the building from start to finish a responsible foreman; in addition the Contractor must give the work his personal supervision; the foreman must be on duty during all working hours. Any instructions for notices given to him shall have the same force as if given to the Contractor in person.

**17. MATERIALS AND WORKMANSHIP:**

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

**18. DEFECTIVE OR IMPROPER WORK:**

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

**19. 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.

**20. PRIVY:**

The General Contractor is to provide a temporary privy.

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**21. TEMPORARY OFFICES AND STORAGE:**

- 21.1 The General Contractor shall erect or provide a temporary office building for the joint use of the Contractor, his superintendent, Owner and the Architect.  
This building shall be weatherproof, provided with wood or equal floor, provided with ample light and equipped with a fax machine, telephone, shelves, and tables to facilitate inspection of plans. This building shall be located on the site and shall be retained throughout the construction and shall be removed upon completion of the work.
- 21.2 Each Subcontractor shall make his own arrangements with the General Contractor for office and storage facilities on the Site. If necessary, each Subcontractor shall provide and maintain his own offices and storage facilities at the site.
- 21.3 The location of any temporary facilities and the extent of the facilities and services to be provided shall be subject to the requirements of the General Contractor. Locate temporary structures to avoid interference with the Work. Relocate temporary structures as required by the progress of the Work.

**22. DISRUPTION OF SERVICES:**

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

**23. CLOSING-IN WORK:**

- 23.1 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.
- 23.2 Notify the Architect to observe any work when placing of subsequent work would prevent observation of previous work.

**24. FINISHING:**

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

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**25. COMPLETED WORK:**

25.1 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.

25.2 Finished installations shall illustrate first class workmanship.

25.3 Completed surfaces shall be thoroughly clean and free from foreign materials and stains.

**26. PERMANENT SYSTEMS:**

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

**27. FAX AND TELEPHONE:**

General Contractor shall provide a temporary fax machine and telephone at the site for use by all trades and the Architect. General Contractor shall pay for all local calls; no long-distance calls shall be made from this phone without reversing the charges.

**28. GUARANTEE:**

The 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.

**29. RETURNING DRAWINGS & SPECIFICATIONS:**

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

**30. WRITTEN WORDS IN PROPOSAL:**

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

**31. TEMPORARY WATER, LIGHTING & POWER:**

This Contractor may use existing convenience outlets, lighting and water that may be required during the construction and completion of the building addition. The General Contractor will pay utilities during construction.

**32. SALES TAX EXEMPTION:**

32.1 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.

32.2 The Owner will provide the Contractor with a proper exemption certificate number within ten (10) days of Contract date. Upon issuance of a proper exemption certificate number to the Contractor, the 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 the Contractor's improper use of the exemption certificate number.

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- 32.3 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.
33. **TAXES:**  
The 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.
34. **OMISSIONS:**  
34.1 The Drawings and Specifications are intended to cooperate 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.  
34.2 Should anything be omitted from the Drawings, necessary to the proper construction of the work herein described, it shall be the duty of the Contractor to so notify the Architect before signing the Contract and in the event of the Contractor failing to give such notice, he shall make good any damages of defects in his work caused thereby without extra charge.
35. **PROTECTION OF WORK AND PROPERTY:**  
The General Contractor shall take charge of and assume general responsibility for proper protection of the building during construction. He 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.
36. **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 forty (40) employees:  
36.1 The 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;  
36.2 In all solicitations or advertisements for employees, the contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the commission;  
36.3 If the contractor fails to comply with the manner in which the 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;

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- 36.4 If the 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, the 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;
- 36.5 The 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.
37. **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:**  
The 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. All work shall comply with the Americans with Disabilities Act.
39. **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.
40. **COMMENCE WORK:**  
This contractor will coordinate all work and installation with the General Contractor.
41. **PROJECT COMPLETION:**  
All construction begun prior to the release of school shall accommodate to the best of their ability the school and its functions.
42. **JOB SITE DELIVERY/STORAGE:**  
This Sub-contractor shall be responsible for delivery, unloading of transport at jobsite, storage, assembly/erection, and installation. Arrangements for delivery and storage shall be prearranged with the General Contractor prior to execution. If the General Contractor does not have space allocated for the storage of materials within the construction area, this sub-contractor shall provide storage on site acceptable to the Architect and Owner. This Contractor will be back charged expenses of the General Contractor should the General Contractor assume any of the Sub-Contractor's responsibility.

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43. **PAYMENTS AND COMPLETION:**

43.1 On or before the 10th day of each month, the Contractor shall submit to the Architect an itemized application for payment on AIA APPLICATION AND CERTIFICATE FOR PAYMENT, Form G702, supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require. **The application will be approved at the Board of Education Meeting (Third Monday of each month) and subsequently paid. If the application is not to the Architect's office by the 10th, to meet the BOE meeting schedule, the application will not be approved until the following BOE meeting and subsequently paid.**

43.2 Payments shall be due on work completed and on materials delivered and suitably stored only at project site. The materials shall not be removed from the project site after payment for same has been made.

43.3 If the Contractor has made Application for Payment as above, the Architect will, with reasonable promptness and within seven days after receipt of the Application, issue a Certificate for Payment to the Owner, with a copy to the Contractor, in the amount of 90% of the value of the Contract the Architect determines has been completed to date of application, less any amounts previously paid to the Contractors, or state in writing his reasons for withholding a certificate.

44. **PROTECTION OF PERSONS AND PROPERTY:**

This Contractor shall comply with all applicable and current U.S. Department of Labor OSHA (Occupational Safety and Health Administration) Construction Industry Standards and the safety requirements as established by the General Contractor.

45. **PERFORMANCE + LABOR/MATERIAL BONDS:**

45.1 This Contractor shall pay the premium for and furnish a Performance Bond, Labor and Material Bond and a Kansas Statutory Bond, in full amount of the Contract Sum to cover faithful performance of the Contract and payment of all obligations arising thereunder, within seven calendar days after signing Contract. Furnish bonds in forms specified and with sureties approved by Owner and authorized to transact business in Kansas. Furnish a receipt showing that the Kansas Statutory Bond has been filed with the Clerk of the District Court at the **Sedgwick County Court House**.

45.2 Furnish Owner, through the Architect, with three copies of each of required bonds.

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45.3 SUBPARAGRAPH 11.1.1 SHALL INCLUDE THE FOLLOWING MINIMUM LIMITS OF LIABILITY ON INSURANCE UNLESS HIGHER LIMITS ARE REQUIRED BY LAW:

- A. Compensation Insurance: The Contractor shall purchase and maintain during the life of this contract workmen's Compensation Insurance for all of his employees. In case any work is sub-let, the Contractor shall require the sub-contractor similarly to provide Workmen's Compensation Insurance on all of the latter's employees unless such employees are covered by the protection afforded by the Contractor's Insurance. In case any class of employees engaged in work under this contract at the Workmen's Compensation Statute, the Contractor shall provide adequate and suitable insurance for the protection and his employees not otherwise protected.
- B. The Contractor and each sub-contractor shall provide \$500,000.00 employer's liability coverage on all Workmen's Compensation policies.
- C. Public Liability and Property Damage Insurance: The Contractor shall purchase and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall adequately protect him and any sub-contractor performing work covered by this contract from claims for property damages, which may arise from operations under this contract, whether such operations be by himself or by any sub-contractor or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be not less than the limits specified below:
- D. All property damage liability shall include broad form property damage coverage. The exclusion for SCU hazards shall be deleted. Automobile Liability insurance shall cover liability arising from Ownership, maintenance or use of owned, non-owned, hired or leased motor vehicle, trailer or semi-trailer.

**End of Section 00300**

**SECTION 11200**

**FURNISHINGS – SEPARATE CONTRACT**

**1. GENERAL REQUIREMENTS:**

All work included under this heading shall be subject to the General Conditions of the entire operation. The Contractor for this portion of the work is required to refer especially thereto.

**2. WORK INCLUDED:**

- 2.1 Recessed Lunchroom Tables
- 2.2 Library Furnishings- As shown on sheet A6.8
- 2.3 Reception Area Furnishings

**Part 1 – GENERAL- Mitchell “08” series recessed (set in) mount cabinet, table and bench system (“Doubler”)**

**1.01 SUMMARY**

- A. Provide recessed Cabinet, Table and Bench System, complete, as shown and specified.
- B. Coordinate work with work or other sections and specify exact wall measurements.

**1.02 SUBMITTALS**

- A. Refer to Section 01300.
- B. **ENGINEERING DRAWINGS:** Submit cad cam drawings showing product details and dimension requirements.
- C. Provide an Owner’s Manual complete with parts list and trouble shooting guide prior to final acceptance.
- D. A long handled release handle/lever shall be provided to disengage the storage lock mechanism.
- E. The laminated table and bench surface shall be smooth and free from any mechanical devices that may cause an unsanitary condition to exist, or personal injury to occur.
- F. The surface cabinet shall be provided with six depth guides that will secure the table and bench in the cabinet.
- G. Recessed cabinets shall be manufactured with a 3” perimeter flange. Optional flanges are available.
- H. Track arm pins, tracks table/bench in cabinet channel shall be spring loaded, ½” steel rod end capped with bronze oilite bearings.

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- I. Table and Bench Aprons shall be constructed using cold rolled steel channel and shall be end-capped to eliminate sharp edges.
  
- K. SAMPLES: Submit the following:
  - 1. Laminate: Color brochure offering manufactures standard color selection. 2" x 3" sample of the laminate is available upon request.
  - 2. Table and Bench: A 3" x 3" sample of the table/bench complete with top laminate, backer board, and particle board core with edge detail is available upon request.
  - 3. Steel: Midnight Brown powder coat sample available upon request.

1.03 PRODUCT HANDLING

- A. Refer to Section 01610.

1.04 GUARANTEE

- A. Submit in written form 5 years on Parts and 10 years on welds.

**PART 2 – PRODUCTS- Mitchell “08” series recessed (set in) mount cabinet, table and bench system (“Doublers”)**

2.01 MATERIALS

- A. Particle Board: one single piece having a density of at least 45 PCF (Optional ¾" thick MDF or ¾" thick A/C grade plywood are also available.)
- B. Laminate: Shall meet or exceed NEMA Standard LD3-1980
- C. Edge: Standard DuraEdge® shall be mechanically fastened to the core 8" O.C. (Optional Armor Edge® is available.)
- D. Steel: Cold Rolled ASTM A513
  - 1. Finish: Electro statically applied midnight brown powder coat. Surface shall be washed clean and acid rinsed prior to application.
- E. Fasteners: Full threaded, hex head with 300 lbs. hold strength placed 6" O.C.
- F. Casters: 2" non-mar casters at table/bench ends; 2" thick non-mar swivel casters at table center legs.

2.02 FABRICATION

- A. Mitchell 08-14 (S) Series, 13'-9" L folding table and benches with steel cabinet.
- B. Mitchell 08-13 (S) Series, 13'-2" L folding table and benches with steel cabinet.

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- C. Mitchell 08-12 (S) Series, 11'-9" L folding table and benches with steel cabinet.
  
- D. Mitchell 08-10 (S) Series, 9'-9" L folding table and benches with steel cabinet.
  - 1. Manufactured by Mitchell Furniture Systems.
  - 2. Each Mitchell Against-Wall (S) Series is available in:  
Single Depth – One Table and Two Benches  
Double Depth – Two Tables and Four Benches  
Triple Depth – Three Tables and Six Benches  
Quad Depth – Four Tables and Eight Benches
  - 3. Table: Width 28" and 30" - Height 29" (Options 27" and 30".)
  - 4. Bench: Width 10" and 12" - Height 17" (Options 15" and 20")
  - 5. Wheelchair accessible seating at table ends. (Tables sides wheelchair accessible with 30" table height option).
  
- E. DESIGN AND OPERATION of TABLES and BENCHES:
  - 1. 19 POINT LOCKING SYSTEM POSITIVELY LOCKS THE TABLES AND BENCHES TO THE CABINET.
    - a. Six depth guide contact points: Each cabinet pocket shall contain two each 2¼" 16 gauge folded steel depth guides which automatically lock the table and each of two benches securely to the top of cabinet.
    - b. Each table and bench shall have two ½" steel spring loaded tracking pins capped with bronze oilite bearings that lock the table and benches to channels within cabinet side walls. Track arm pins also act as guides when folding (storing) tables and benches.
    - c. Male and female storage locks secure the inner and outer leaves of each table and bench together when tables and benches are stored in the cabinets.
    - d. Keyed, tamper resistant post locks secure tables and benches in cabinets preventing unauthorized use.
  - 2. Automatic, anti-jackknife down locks on all tables and benches.

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3. Tables and benches are removed from the stored position by disengaging the storage lock with the supplied release handle. Keyed post locks must be unlocked before attempting removal.
4. In "down" position, table and benches are removed from cabinet by releasing hidden spring loaded track arm pins from cabinet channels.
5. Tables shall have fully enclosed torsion bars that provide 35 lbs. of lift assistance and also control the tables downward movement to the floor. Benches (12', 13', and 14') shall have hydraulic lift assist systems standard.
6. Bench and table assemblies shall have multifunction locking hinge assemblies that automatically lock the bench or table in the down position, provide antijackknife protection and secure the top of the assemblies in the cabinet when stored.
7. Each table and bench has 14 gauge tubular brace rods that are adjustable providing the proper leg orientation with both the top and the floor.

**F. MANUFACTURING: Mitchell "08" series recessed (set in) mount cabinet, table and bench system ("Doubler")**

1. Table and benches tops shall be constructed using a 3/4" particle board core laminated with NEMA approved high pressure laminate and a balancing backer sheet. (Optional MDF or plywood core available)
2. Table and bench edges shall be trimmed with DuraEdge® cushioned edge mechanically fastened to the core material 8" O.C. (Optional Armor Edge® available.)
3. Table and bench understructure shall be unitized integrating each component for additional strength. Parallel 1 3/4" steel channel aprons with rolled edges and safety end caps shall be reinforced with steel gussets.
4. Table and benches tops shall be fastened to steel understructure using fully threaded hex head fasteners at 6" O.C.
5. Table and bench legs shall be fabricated using 14 gauge round and square tubing. Retention clips shall be used for all legs at the center of the top tubes for additional safety. Table and bench end legs shall have non-mar stationary wheels. Table center legs shall have 2" non-mar swivel casters. Bench center legs shall have nickel plated steel glides. Table legs shall be recessed providing 360° seating when table is detached from cabinet.

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6. Cabinets shall be constructed of 16 gauge cold rolled steel. Bottom sill shall be constructed of 14 gauge cold rolled steel. Nine components shall be mechanically together for easy component replacement. All cabinet assemblies are shipped fully assembled for quick installation. Front posts shall be seamed at edge to prevent scraping of table and bench. Cabinets are finished with a midnight brown powder coat finish. (Optional colors available.)

**PART 3 – EXECUTION- Mitchell “08” series recessed (set in) mount cabinet, table and bench system (“Doubler”)**

3.01 SUBSTRATE CONDITIONS

- A. Inspect site where the cabinet will be installed and confirm conditions are acceptable.
  1. Coordinate with responsible party in field to perform corrective work on unacceptable mounting surfaces.
  2. Beginning of work by factory authorized installer shall be considered as acceptance of conditions as they exist.

3.02 INSTALLATION

- A. Installation shall be conducted by authorized personnel who will install cabinet, table and bench system according to manufacturer's written instructions, as shown, and as specified.

3.03 ADJUSTMENTS

- A. Installation adjustments shall be initially completed by authorized personnel.

3.04 CLEANING AND MAINTENANCE

- A. Keep site clean and free from accumulation of debris.
- B. Laminate surface may be cleaned with any detergent or spray cleaner.
- C. Follow regular maintenance guidelines outlined in the owner's manual.
- D. Replacement parts are readily available through the Customer Service Department of Mitchell Furniture Systems, Milwaukee, WI.

**4. LIBRARY FURNISHINGS: Refer to Sheet A6.8**

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**5. RECEPTION AREA FURNISHINGS**

- 5.1 Task Chair Echo 3671-3 Medium Multi-Tilter with T-Arm as manufactured by Global, 17 West Stow Road, Marlton, New Jersey, 08053. 800-220-1900. [www.globaltotaloffice.com](http://www.globaltotaloffice.com). Finish Grade 6. Total quantity shall be three (3).
- 5.2 Lounge Chair Express as Manufactured by The Worden Company, 199 E. 17<sup>th</sup> St., Holland, Michigan 49423. 800-748-0561. [www.wordencompany.com](http://www.wordencompany.com). Fabric grade shall match manufacturer's advertising photo. Wood Stain: Solar Oak. These lounge chairs for the Reception Area do not have the Tablet Arm and Grab Bar on back of chair. Total quantity shall be two (2).
- 5.3 "Briar Lamp Table", as manufactured by KI. [www.ki.com](http://www.ki.com) 24"W x 24"D x 22"H. Color shall be Castle Oak # 7928-38 by Wilsonart. Quantity shall be one (1).

**End of Section 11200**