

Council Meeting
August 8, 2006

Honorable Mayor and Members
of the Torrance City Council
City Hall
Torrance, California

Members of the Council:

SUBJECT: General Services contract for replacement of windows at James Armstrong Theatre and skylights at Cultural Arts Center Dance Wing. Expenditure: \$30,015

RECOMMENDATION

The General Services Director recommends that the City Council

- 1) Award a contract with Dandoy Glass for \$26,100 with a 5% contingency of \$1,305 for replacement of the windows at the James Armstrong Theatre (F.E.A.P. #377) and windows and skylights at the Cultural Arts Center Dance Wing.
- 2) Authorize 10% project management fee of \$2,610.

Funding

The funding is available from James Armstrong Theatre Roof and Window Replacement Project (F.E.A.P. #377).

BACKGROUND/ANALYSIS

The James Armstrong Theatre has been the focal point of the Cultural Arts Center since the inception in 1991. Over the years, both the skylights and window panes were stained due to the deterioration of the sealant and window tint suspended between the dual pane glass panels. Due to the level of corrosion, the City Council approved replacement in 2003 and 2004 respectively of the front window panes and the skylights at the Armstrong Theatre.

As part of a second phase of the project, the remaining 20 glass panels at the Armstrong Theatre (see attachment B) will be replaced. Similarly, the Cultural Arts Center (C.A.C.) Dance Wing has been experiencing the same corrosion; therefore, staff asked the prospective bidders to provide a bid alternate for replacing the 19 glass panels and 4 skylights (see attachment C).

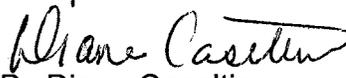
Staff held a job walk and solicited bids from three glass companies, and they are outline below.

Company	Theatre	CAC Dance Wing Bid Alternate	Total bid
Dandoy Glass Company	\$ 12,850.00	\$ 13,250.00	\$ 26,100.00
Gandy Glass Company	\$ 13,975.00	\$ 19,750.00	\$ 33,725.00
Clearview Glass Company	\$ 18,636.40	\$ 20,847.01	\$ 39,483.41

Funding is available in the Facility, Equipment, and Automation Plan (F.E.A.P.) project to do both areas of the Cultural Arts Center. Therefore the General Services Director recommends that the City Council approve a contract award to Dandoy Glass Company for \$26,100 with 5 % contingency for replacement of the remaining windows at the Armstrong Theatre (F.E.A.P. #377) and skylights and windows at the C.A.C. Dance Wing.

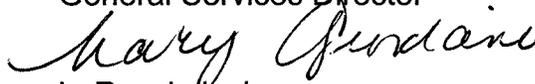
Respectfully submitted,

SHERYL BALLEW
General Services Director


By Diane Caseltine
Business Manager

CONCUR:


Sheryl Ballew
General Services Director


for LeRoy J. Jackson
City Manager

Attachment A: Dandoy Glass Contract Services Agreement
Attachment B: James Armstrong Theatre Glass Replacement
Attachment C: Cultural Arts Center Dance Wing Glass Replacement

CONTRACT SERVICES AGREEMENT

This CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into as of August 8, 2006 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Dandoy Glass Company, a California Corporation ("CONTRACTOR").

RECITALS:

- A. CITY wishes to retain the services of an experienced and qualified CONTRACTOR to provide all labor, materials, tools, equipment, and incidentals to complete the replacement of windows and skylights at the James Armstrong Theatre and Cultural Arts Center Dance Wing per the specifications prepared by the City of Torrance.
- B. CONTRACTOR represents that it is qualified to perform those services.

AGREEMENT:

1. SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR will provide the services listed in the Scope of Services attached as Exhibit A. CONTRACTOR warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through June 30, 2007.

3. COMPENSATION

A. CONTRACTOR's Fee.

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with the Compensation Schedule attached as Exhibit B, provided, however, that in no event will the total amount of money paid the CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of \$26,100 ("Agreement Sum"), unless otherwise first approved in writing by CITY.

B. Schedule of Payment.

Provided that the CONTRACTOR is not in default under the terms of this Agreement, upon presentation of an invoice, CONTRACTOR will be paid the fees described in Paragraph 3.A. above, according to the Compensation Schedule. Payment will be due within 30 days after the date of the invoice.

4. **TERMINATION OF AGREEMENT**

A. Termination by CITY for Convenience.

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.
2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONTRACTOR will:
 - a. cease operations as directed by CITY in the notice;
 - b. take actions necessary, or that CITY may direct, for the protection and preservation of the work; and
 - c. except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
3. In case of such termination for CITY's convenience, CONTRACTOR will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party written notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.
2. In the event this Agreement is terminated for cause by the default of the CONTRACTOR, the CITY may, at the expense of the CONTRACTOR and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys

due the CONTRACTOR under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONTRACTOR and its surety from liability for the default. Under these circumstances, however, the CONTRACTOR and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.

3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONTRACTOR or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event the CONTRACTOR or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause the CITY determines to be so serious and compelling as to affect CONTRACTOR's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until CONTRACTOR has been given notice and an opportunity to present evidence in mitigation.

5. **FORCE MAJEURE**

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental control, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

6. **RETENTION OF FUNDS**

CONTRACTOR authorizes CITY to deduct from any amount payable to CONTRACTOR (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate CITY for any losses, costs, liabilities, or damages suffered by CITY, and all amounts for which CITY may be liable to third parties, by reason of CONTRACTOR's acts or omissions in performing or failing to perform CONTRACTOR's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONTRACTOR, or any indebtedness exists that appears to be the basis for a claim of lien, CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONTRACTOR to insure, indemnify, and protect CITY as elsewhere provided in this Agreement.

7. CITY REPRESENTATIVE

Tom Kelly is designated as the "City Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONTRACTOR.

8. CONTRACTOR REPRESENTATIVE(S)

The following principal(s) of CONTRACTOR are designated as being the principal(s) and representative(s) of CONTRACTOR authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

Doug Dandoy
John Dandoy

9. INDEPENDENT CONTRACTOR

The CONTRACTOR is, and at all times will remain as to CITY, a wholly independent contractor. Neither CITY nor any of its agents will have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees, except as otherwise set forth in this Agreement. The CONTRACTOR may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

10. BUSINESS LICENSE

The CONTRACTOR must obtain a City business license prior to the start of work under this Agreement, unless CONTRACTOR is qualified for an exemption.

11. OTHER LICENSES AND PERMITS

CONTRACTOR warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

12. FAMILIARITY WITH WORK

By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONTRACTOR discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONTRACTOR must immediately inform CITY of that fact and may not proceed except at CONTRACTOR's risk until written instructions are received from CITY.

13. CARE OF WORK

CONTRACTOR must adopt reasonable methods during the term of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by CITY, except those losses or damages as may be caused by CITY's own negligence.

14. CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

Records of the CONTRACTOR's time pertaining to the project, and records of accounts between CITY and the CONTRACTOR, will be kept on a generally recognized accounting basis. CONTRACTOR will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to CITY during normal working hours. CONTRACTOR will maintain these records for three years after final payment.

15. INDEMNIFICATION

CONTRACTOR will indemnify, defend, and hold harmless CITY, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be

caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONTRACTOR, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONTRACTOR's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONTRACTOR and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONTRACTOR will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONTRACTOR will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

16. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer or employee of CITY will be personally liable to CONTRACTOR, in the event of any default or breach by the CITY or for any amount that may become due to CONTRACTOR.

17. INSURANCE

A. CONTRACTOR and its subcontractors must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:

1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
 - a. Primary Bodily Injury with limits of at least \$500,000 per person, \$500,000 per occurrence; and
 - b. Primary Property Damage of at least \$250,000 per occurrence; or
 - c. Combined single limits of \$1,000,000 per occurrence.
2. General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.
3. Workers' Compensation with limits as required by the State of California and Employer's Liability with limits of at least \$1,000,000.

- B. The insurance provided by CONTRACTOR will be primary and non-contributory.
- C. CITY, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.
- D. CONTRACTOR must provide certificates of insurance and/or endorsements indicating appropriate coverage, to the City Clerk of the City of Torrance before the commencement of work.
- E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

18. SUFFICIENCY OF INSURERS

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to CITY, the CONTRACTOR agrees that the minimum limits of any insurance policies or performance bonds required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONTRACTOR will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of CITY within 10 days of receipt of notice from the Risk Manager.

19. CONFLICT OF INTEREST

- A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.
- B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any

program requirement, contract or subcontract, or to any solicitation or proposal.

20. NOTICE

- A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:
1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
 2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
 3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
 4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
 5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

6. Addresses for purpose of giving notice are as follows:

CONTRACTOR Dandoy Glass Company
23406 Arlington Avenue
Torrance, CA 90501

Fax: 310-326-0164

CITY: City Clerk
City of Torrance
3031 Torrance Boulevard
Torrance, CA 90509-2970
Fax: (310) 618-2931

- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either CITY or CONTRACTOR without the prior written consent of the other.

22. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

23. INTERPRETATION

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

24. SEVERABILITY

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

25. TIME OF ESSENCE

Time is of the essence in the performance of this Agreement.

26. GOVERNING LAW; JURISDICTION

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

27. COMPLIANCE WITH STATUTES AND REGULATIONS

CONTRACTOR will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

28. WAIVER OF BREACH

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

29. ATTORNEY'S FEES

Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

30. EXHIBITS

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

31. CONTRACTOR'S AUTHORITY TO EXECUTE

The persons executing this Agreement on behalf of the CONTRACTOR warrant that (i) the CONTRACTOR is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONTRACTOR; (iii) by so executing this Agreement, the CONTRACTOR is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONTRACTOR is bound.

CITY OF TORRANCE
a Municipal Corporation

Dandoy Glass Company
a California Corporation

Frank Scotto, Mayor

By: _____
Douglas Dandoy
Vice President

ATTEST:

Sue Herbers
City Clerk

APPROVED AS TO FORM:
JOHN L. FELLOWS III
City Attorney

By: _____

Attachments: Exhibit A Scope of Services
 Exhibit B Compensation Schedule

Revised: 1/30/01

EXHIBIT A
SCOPE OF SERVICES

City of Torrance
General Bid Specifications for
Glazing and Skylight Replacement
Cultural Arts Center
Armstrong Theatre and Dance Wing

Job Walk Information:

Location: James Armstrong Theatre, CAC, 3330 Civic Center Drive, Torrance, CA 90503

Date and Time: Wednesday, June 14, 2006 at 10:00 A.M.

Bids are due by: 5:00 PM on Friday June 23, 2006. Bids may be faxed to Diane Caseltine or Tom Kelly at (310) 781-7199. Followed by a hard copy by mail to:

General Services Department
 3350 Civic Center Drive
 Torrance, CA 90503
 Attn: Diane Caseltine or Tom Kelly

If you have further questions, you may contact Diane Caseltine at (310) 781-7151 or Tom Kelly at (310) 781-7101.

Scope of Work: The City of Torrance is requesting proposals for the removal and replacement of windows and skylights at the James Armstrong Theatre and the Dance Wing at the Cultural Arts Center. The bidder shall have included in the contract price a sufficient sum to cover all items including labor, materials, tools, equipment and incidentals required for the complete improvements as contemplated by the specifications and job walk held on **June 14, 2006**

Examination of Site, Drawings, and Specifications: Bidders shall examine the site of the work and acquaint themselves with all conditions affecting the work. By submitting a bid the bidder shall be held to have personally examined the site, to have carefully read the specifications, and to have satisfied itself as to its ability to meet all the difficulties attending the execution of the proposed contract before the delivery of this proposal, and agrees that, if awarded the contract, it will make no claim against the City based on ignorance or misunderstanding of the drawings, specifications, site conditions, and/or contract provisions.

Bid Submittal: Proposals must be submitted on company letterhead with the signature and title of person(s) authorized to make decisions for the project. The proposal must clearly state exclusions (if any) not covered in the bid price. Separate bids are requested for each building. The contract will be awarded based on the lowest bid for the Armstrong Theatre Glazing Replacement as follows:

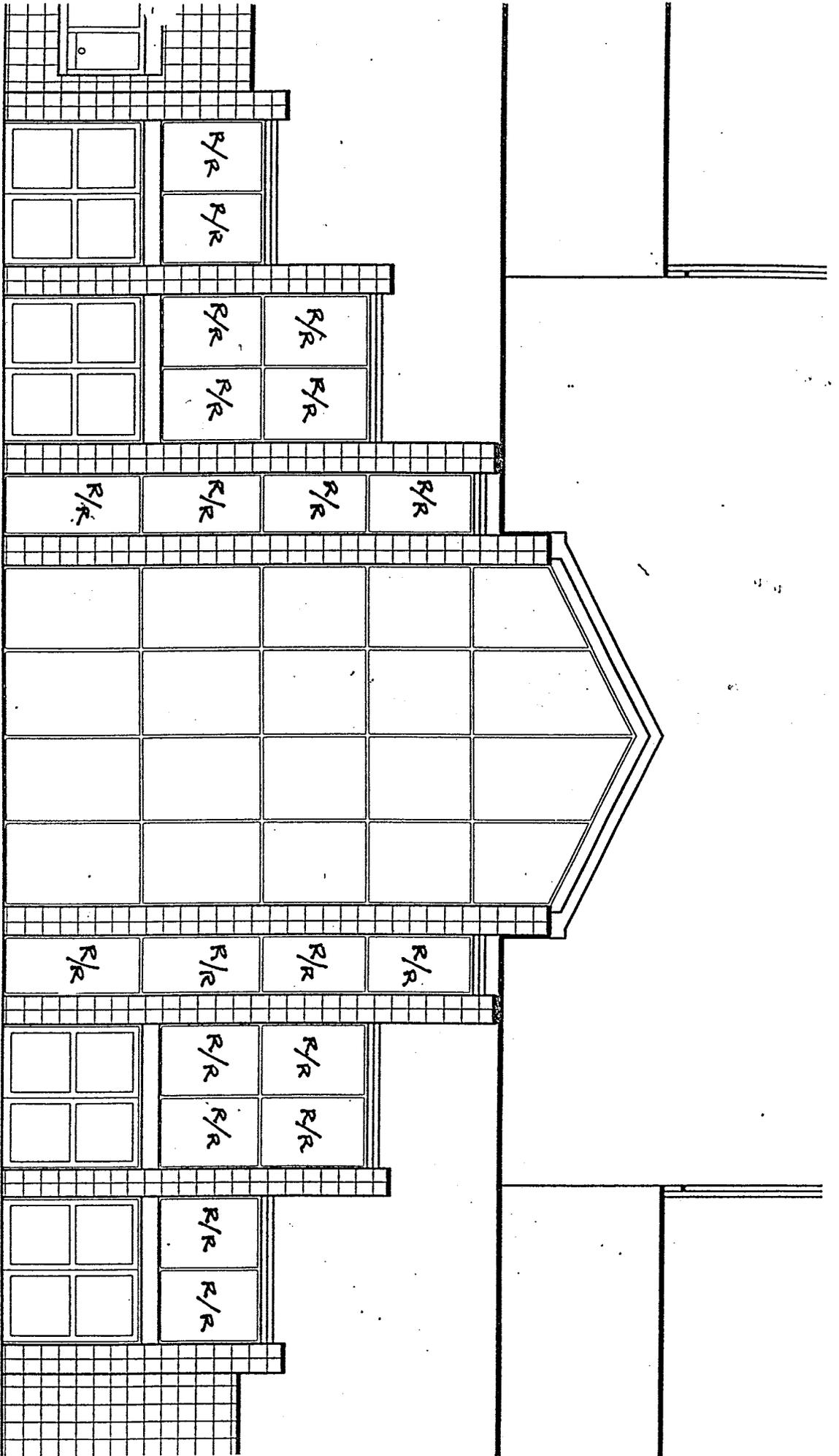
Armstrong Theatre Glazing Replacement:	\$ (Bid price)
Bid Alternate – Dance Wing Glazing and Skylight Replacement:	\$ (Bid price)

Specifications and drawings will be supplied at the Job Walk.

The last day for submitting questions and requests for clarification on the project after having attended the Job Walk will be Monday, June 19, 2006.

- Before the start of the job, contractor must provide the City a written schedule of work.
- Contractor must apply and acquire a non-fee permit for each job.
- Contractor must have a Torrance Business License, please call (310) 618-5923 to apply for a license.
- Contractor will need to provide proof of insurance and workers compensation prior to work being performed.
- Safety is of the most concern; all personnel performing the job must be wearing the proper job related safety wear, keep the work area clean and safe at all times.
- All Communications shall be strictly through City of Torrance General Services' representative.

Please call Diane Caseltine at 310-781-7151 or Tom Kelly at 310-781-7101 to confirm your attendance at the Job Walk.



EAST ELEVATION
ARMSTRONG THEATER

SCALE: 1/8"=1'-0"

R/R = REMOVE EXISTING GLAZING UNIT &
 REPLACE WITH NEW.
 FIELD VERIFY DIMENSIONS PRIOR
 TO FABRICATION.

SECTION 08800

GLAZING

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
1. Insulated glass units, low E.
- B. Related Documents: The Contract Documents, per City of Torrance. Additional requirements and information necessary to complete the Work of this Section may be found in other Documents.

1.2 REFERENCES

- A. American National Standards Institute (ANSI):
1. ANSI Z97.1 - Safety Performance Specifications and Methods of Test for Safety Glazing Material Used in Buildings.
- B. American Society for Testing and Materials (ASTM):
1. ASTM C920 - Standard Specification for Elastomeric Joint Sealants.
 2. ASTM C1036 - Standard Specification for Flat Glass.
 2. ASTM C1048 - Standard Specification for Heat-Treated Flat Glass-Kind HS, Kind FT Coated and Uncoated Glass.
 3. ASTM D2000 - Standard Classification System for Rubber Products in Automotive Applications.
 4. ASTM F1233 - Standard Test Method for Security Glazing Materials and Systems.
- C. Consumer Product Safety Standards for Architectural Glazing. CPSC 16 CFR, Part 1201.
- D. Flat Glass Marketing Association (FGMA):
1. FGMA - Glazing Manual and Glazing Sealing Systems Manual.

1.3 SUBMITTALS

- A. Submittal Procedures: Procedures for submittals.
1. Product Data:
 - a. Glass: Structural, physical and environmental characteristics, size limitations, special handling or installation requirements.
 - b. Glazing compound: Provide chemical, functional, and environmental characteristics, limitations, special application requirements.
 2. Samples:
 - a. Glazing: Submit one sample 12 x 12 inches (300 x 300 mm) in size of each type of glazing, illustrating tinting, and finish of glazing materials. Label each sample indicating kind, quality and manufacturer.
 3. Assurance/Control Submittals:
 - a. Certificates: Manufacturer's certificate that Products meet or exceed specified requirements.
 - b. Qualification Documentation: Submit documentation of experience indicating compliance with specified qualification requirements.

1.4 QUALITY ASSURANCE

- A. Identification: Each unit of tempered glass and burglar resistant glazing shall be permanently identified by the manufacturer. The identification shall be etched or ceramic fired on the glass and be visible when the unit is glazed.
- B. Perform Work in accordance with FGMA Glazing Manual.
- C. Installer Qualifications: Company specializing in performing the Work of this Section with minimum 5 years documented experience.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Product Requirements: Transport, handle, store, and protect Products per manufacturer's instruction.

1.6 PROJECT CONDITIONS OR SITE CONDITIONS

- A. Environmental Requirements:
 1. Do not install glazing when ambient temperature is less than 40 degrees F.
 2. Maintain minimum ambient temperature before, during and 24 hours after installation of glazing compounds.

1.7 WARRANTY

- A. Closeout Submittals: Procedures for closeout submittals.
- B. Special Warranty:
 1. Include coverage for cracking, breakage, and replacement of same.
 - a. Warranty Period: 1 year.
 2. Include coverage for sealed glass units from seal failure, interpane dusting or misting, and replacement of same.
 - a. Warranty Period: 10 years.

PART 2 PRODUCTS

2.1 MANUFACTURERS & PRODUCTS

- A. Subject to compliance with project requirements, manufacturers offering Products which may be incorporated in the Work include the following:
 1. PPG Industries, Pittsburgh, PA (412) 434-2858 (800) 377-5267.
Product: SUNGATE Low-E Solar gray + 1/2" Air + Sungate 500 I.G. Unit.

FABRICATORS:

- a. Old Castle: (800) 999-4440
 - b. ACI Distribution: (800) 606-4224
- B. Product Requirements: Product options and substitutions. Substitutions: Permitted to be reviewed and determined by City.

2.2 GLASS MATERIALS

- A. Glass Type 1 - Insulated Glass Units, Low E: Double pane units with inner pane of clear tempered glass and outer pane of tinted tempered glass. Integrated tint on outer panel.

1. Glass Thickness, Inner: 1/4 inch (6 mm).
2. Glass Thickness, Outer: 1/4 inch (6 mm).
3. Tint Color: Gray
4. Unit Thickness: 1 inch (25 mm) thick units. 1/4 inch (6 mm) thick, clear inner pane. 1/4 inch (6 mm) thick, tinted outer pane. 1/2 inch (12 mm) air space between panes.

2.3 GLAZING COMPOUNDS

- A. Polysulphide Sealant: Two component, chemical curing, non-sagging type; cured Shore A hardness of 15-25.
- B. Silicone Sealant: Single component, chemical curing; capable of water immersion without loss of properties; non-bleeding, non-staining; cured Shore A hardness of 15-25.
 1. Color: Clear.
- C. Acrylic terpolymer compounded especially for glazing; non-hardening, non-staining, and non-bleeding.

2.4 GLAZING ACCESSORIES

- A. Setting Blocks: Resilient blocks of 70 to 90 Shore A durometer hardness; compatible with glazing sealant.
- B. Spacers: Resilient blocks of 40 to 50 Shore A durometer hardness; self adhesive on one side; compatible with glazing sealant.
- C. Filler Rods: Closed cell or jacketed foam rods of polyethylene, butyl, neoprene, polyurethane, or vinyl; compatible with glazing sealant.
- D. Joint Cleaners, Primers, and Sealers: As recommended by glazing sealant manufacturer.
- E. Gaskets: ASTM D2000, SBC 415 to 3BC 620; extruded or molded neoprene or EPDM, black.
- F. Mastic: Non-solvent type adhesive as recommended by glass manufacturer.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Execution Requirements: Verification of existing conditions before starting work.
- B. Verification of Conditions: Verify that field measurements, surfaces, substrates and conditions are as required, and ready to receive Work.
 1. Verify that openings for glazing are correctly sized and within tolerance.
 2. Verify that surfaces of glazing channels or recesses are clean, free of obstructions that may impede moisture movement, weeps are clear, and ready to receive glazing.
- C. Report in writing to Contracting Officer prevailing conditions that will adversely affect satisfactory execution of the Work of this Section. Do not proceed with Work until unsatisfactory conditions have been corrected.
- D. By beginning Work, Contractor accepts conditions and assumes responsibility for correcting unsuitable conditions encountered at no additional cost to the City of Torrance.

3.2 PREPARATION

- A. Remove old existing glazing as indicated on drawings and replace with new.
- B. Clean contact surfaces with solvent and wipe dry.
- C. Seal porous glazing channels or recesses with substrate compatible primer or sealer.
- D. Prime surfaces scheduled to receive sealant.

3.3 GLAZING

- A. Install glazing from interior only. No exterior glazing permitted. No glazing removal permitted from exterior.
- B. Locate setting blocks at quarter points of sill; set in sealant if heel or toe bead is required.
- C. Install spacers inside and out except where preshimmed tape or glazing gaskets are to be used.
- D. Set each piece in a series to other pieces in pattern draw, bow, or other visually perceptible characteristics.
- E. Provide glazing sealants and gaskets as required for particular glazing application. Coordinate with other Sections for material compatibility.
- F. Gaskets:
 - 1. Provide adequate anchorage, particularly for driven-in wedge gaskets.
 - 2. Miter and weld ends of channel gaskets at corners to provide continuous gaskets.
 - 3. Seal face gaskets at corners with sealant to close opening and prevent withdrawal of gaskets from corners.
- G. Do not leave voids in glazing channels except as specifically indicated or recommended by glass manufacturer. Force sealant into channel to eliminate voids. Tool exposed surfaces to slight wash away from joint. Trim and clean promptly.
- H. Do not allow sealant to close weeps of aluminum framing.
- I. Provide filler rod where sealants are used in the following locations:
 - 1. Head and jamb channels.
 - 2. Colored glass over 75 united inches in size.

3.4 CONSTRUCTION

- A. Interface with Other Work: Coordinate glazing with installation of entrances and storefronts.

3.5 FIELD QUALITY CONTROL

- A. Quality Control: Field testing and inspection.
- B. Inspect preparation and installation of glass.

3.6 CLEANING

- A. Execution Requirements: Cleaning installed work.
- B. Remove glazing materials from finish surfaces.
- C. Remove labels after Work is complete.
- D. Clean glass and adjacent surfaces.

3.7 PROTECTION

- A. Execution Requirements: Protecting installed work.

END OF SECTION

SECTION 08800

SKYLIGHT REPLACEMENT GLAZING

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Safety insulated glass units, low E.

- B. Related Documents: The Contract Documents, as defined in Section 01110 - Summary of Work, apply to the Work of this Section. Additional requirements and information necessary to complete the Work of this Section may be found in other Documents.

1.2 REFERENCES

A. American National Standards Institute (ANSI):

1. ANSI Z97.1 - Safety Performance Specifications and Methods of Test for Safety Glazing Material Used in Buildings.

B. American Society for Testing and Materials (ASTM):

1. ASTM C920 - Standard Specification for Elastomeric Joint Sealants.
2. ASTM C1036 - Standard Specification for Flat Glass.
2. ASTM C1048 - Standard Specification for Heat-Treated Flat Glass-Kind HS, Kind FT Coated and Uncoated Glass.
3. ASTM D2000 - Standard Classification System for Rubber Products in Automotive Applications.
4. ASTM F1233 - Standard Test Method for Security Glazing Materials and Systems.

- C. Consumer Product Safety Standards for Architectural Glazing. CPSC 16 CFR, Part 1201.

D. Flat Glass Marketing Association (FGMA):

1. FGMA - Glazing Manual and Glazing Sealing Systems Manual.

1.3 SUBMITTALS

A. Section 01330 - Submittal Procedures: Procedures for submittals.

1. Product Data:

- a. Glass: Structural, physical and environmental characteristics, size limitations, special handling or installation requirements.
- b. Glazing compound: Provide chemical, functional, and environmental characteristics, limitations, special application requirements.

2. Samples:

- a. Glazing: Submit one sample 12 x 12 inches (300 x 300 mm) in size of each type of glazing, illustrating tinting, and finish of glazing materials. Label each sample indicating kind, quality and manufacturer.

3. Assurance/Control Submittals:

- a. Certificates: Manufacturer's certificate that Products meet or exceed specified requirements.

- b. Qualification Documentation: Submit documentation of experience indicating compliance with specified qualification requirements.

1.4 QUALITY ASSURANCE

- A. Identification: Each unit of tempered glass shall be permanently identified by the manufacturer. The identification shall be etched or ceramic fired on the glass and be visible when the unit is glazed.
- B. Perform Work in accordance with FGMA Glazing Manual.
- C. Installer Qualifications: Company specializing in performing the Work of this Section with minimum 5 years documented experience.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Section 01600 - Product Requirements: Transport, handle, store, and protect Products.

1.6 PROJECT CONDITIONS OR SITE CONDITIONS

- A. Environmental Requirements:
 1. Do not install glazing when ambient temperature is less than 40 degrees F.
 2. Maintain minimum ambient temperature before, during and 24 hours after installation of glazing compounds.

1.7 WARRANTY

- A. Section 01780 - Closeout Submittals: Procedures for closeout submittals.
- B. Special Warranty:
 1. Include coverage for cracking, breakage, and replacement of same.
 - a. Warranty Period: 1 year.
 2. Include coverage for sealed glass units from seal failure, interpane dusting or misting, and replacement of same.
 - a. Warranty Period: 10 years.
 3. Include coverage for delamination of laminated glass and replacement of same.
 - a. Warranty Period: 5 years.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Subject to compliance with project requirements, manufacturers offering Products which may be incorporated in the Work include the following:
 1. Pilkington Libbey-Owens-Ford, Toledo, OH (800) 526-6557.
 2. PPG Industries, Pittsburgh, PA (412) 434-2858 (800) 377-5267.
 3. Viracon, Owatonna, MN (800) 533-2080.
- B. Subject to compliance with project requirements, manufacturers offering polycarbonate products which may be incorporated in the Work include the following:
 1. Sheffield Plastics, Incorporated Sheffield, MA (413) 229-8711 (800) 628-5084.
 2. GE Plastics, Pittsfield, MA (800) 451-3147.

- C. Product Requirements: Product options and substitutions. Substitutions: Permitted.

2.2 GLASS MATERIALS

- A. Glass Type 1 - Safety Insulated Laminated Glass Units, Low E: Double pane units with outer pane of clear tempered glass and inner pane of tinted laminated glass. Coating on outer side of inner panel.

- ◆ For Glass Type 1- Laminated Glass
 - Outer Panels: 1/4" tempered glass Solarcool gray #2
 - Inner Panels: 1/4" laminated glass Sungate 500 low-e

2.3 GLAZING COMPOUNDS

- A. Polysulphide Sealant: Two component, chemical curing, non-sagging type; cured Shore A hardness of 15-25.
- B. Silicone Sealant: Single component, chemical curing; capable of water immersion without loss of properties; non-bleeding, non-staining; cured Shore A hardness of 15-25.
1. Color: Clear.
- C. Acrylic terpolymer compounded especially for glazing; non-hardening, non-staining, and non-bleeding.

2.4 GLAZING ACCESSORIES

- A. Setting Blocks: Resilient blocks of 70 to 90 Shore A durometer hardness; compatible with glazing sealant.
- B. Spacers: Resilient blocks of 40 to 50 Shore A durometer hardness; self adhesive on one side; compatible with glazing sealant.
- C. Filler Rods: Closed cell or jacketed foam rods of polyethylene, butyl, neoprene, polyurethane, or vinyl; compatible with glazing sealant.
- D. Joint Cleaners, Primers, and Sealers: As recommended by glazing sealant manufacturer.
- E. Gaskets: ASTM D2000, SBC 415 to 3BC 620; extruded or molded neoprene or EPDM, black.
- F. Mastic: Non-solvent type adhesive as recommended by mirrored glass manufacturer.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 01700 - Execution Requirements: Verification of existing conditions before starting work.
- B. Verification of Conditions: Verify that field measurements, surfaces, substrates and conditions are as required, and ready to receive Work.
 1. Verify that openings for glazing are correctly sized and within tolerance.
 2. Verify that surfaces of glazing channels or recesses are clean, free of obstructions that may impede moisture movement, weeps are clear, and ready to receive glazing.
- C. Report in writing to Owner prevailing conditions that will adversely affect satisfactory execution of the Work of this Section. Do not proceed with Work until unsatisfactory conditions have been corrected.
- D. By beginning Work, Contractor accepts conditions and assumes responsibility for correcting unsuitable conditions encountered at no additional cost to the City of Torrance.

3.2 PREPARATION

- A. Remove old glass pane units. Dispose of properly.
- B. Clean contact surfaces with solvent and wipe dry.
- C. Seal porous glazing channels or recesses with substrate compatible primer or sealer.
- D. Prime surfaces scheduled to receive sealant.

3.3 GLAZING

- A. Locate setting blocks at quarter points of sill; set in sealant if heel or toe bead is required.
- B. Install spacers inside and out except where preshimmed tape or glazing gaskets are to be used.
- C. Set each piece in a series to other pieces in pattern draw, bow, or other visually perceptible characteristics.
- D. Provide glazing sealants and gaskets as required for particular glazing application. Coordinate with other Sections for material compatibility.
- E. Gaskets:
 1. Provide adequate anchorage, particularly for driven-in wedge gaskets.
 2. Miter and weld ends of channel gaskets at corners to provide continuous gaskets.
 3. Seal face gaskets at corners with sealant to close opening and prevent withdrawal of gaskets from corners.
- F. Do not leave voids in glazing channels except as specifically indicated or recommended by glass manufacturer. Force sealant into channel to eliminate voids. Tool exposed surfaces to slight wash away from joint. Trim and clean promptly.

- G. Do not allow sealant to close weeps of aluminum framing.
- H. Provide filler rod where sealants are used in the following locations:
 - 1. Head and jamb channels.
 - 2. Colored glass over 75 united inches in size.
 - 3. Clear glass over 125 united inches in size.

3.4 CONSTRUCTION

- A. Interface with Other Work: Coordinate glazing with installation of entrances and storefronts specified in Section 08400.

3.5 FIELD QUALITY CONTROL

- A. Section 01450 - Quality Control: Field testing and inspection.
- B. Inspect preparation and installation of glass.

3.6 CLEANING

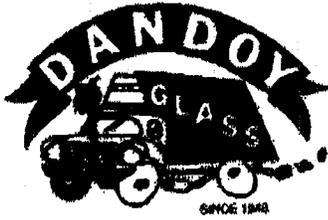
- A. Section 01700 - Execution Requirements: Cleaning installed work.
- B. Remove glazing materials from finish surfaces.
- C. Remove labels after Work is complete.
- D. Clean glass and adjacent surfaces.

3.7 PROTECTION

- A. Section 01700 - Execution Requirements: Protecting installed work.

END OF SECTION

EXHIBIT B
COMPENSATION SCHEDULE



PROPOSAL

DANDY GLASS CO., INC.
23406 Arlington Avenue
Torrance, CA. 90501
Phone: (310) 326-1880 Fax: (310) 326-0164
Lic # 355558

Table with 4 columns: Proposal submitted to, PHONE, DATE, JOB NAME. Includes details for City of Torrance and Armstrong Theatre and Dance Wing.

We hereby submit specifications and estimates for:

ESTIMATE TO REPLACE INSULATED GLASS PANELS AS PER PLANS AND SPECIFICATIONS. GLASS PANELS TO BE ALL TEMPERED EXCEPT IN SKYLITES WERE INTERIOR GLASS PANEL IS TO BE LAMINATED. 1/4 TEMPERED SOLARGREY GLASS 1/2" AIRSPACE 1/4 TEMPERED SOLARBAN 60 LOW E FOR VERTICAL GLAZING AND 1/4 TEMPERED SOLARGREY GLASS 7/8" AIRSPACE 1/4" SUNGATE 500 LOW E FOR SKYLITE GLASS

ARMSTRONG THEATRE GLAZING . 20 PIECES OF VERTICAL GLAZING \$ 12,850.00
DANCE WING GLAZING . 20 PIECES OF VERTICAL GLAZING AND 4 SKYLITES \$ 13,250.00

SKYLITE GLASS AT ARMSTRONG BUILDING WE REPLACED LAST YEAR IS SOLARCOOL GREY TINT. IT IS REFLECTIVE TINT AND BETTER THERMO PROTECTION

LEAD TIME 10 WORKING DAYS

Payment to be made as follows:

All Material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate.

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature:

Note: This proposal may be withdrawn by us if not accepted within 30 days

Signature:

Signature:
Date of Acceptance:

JUN-20-2006 TUE 01:46 PM GENERAL SERVICES CAC

ADDENDUM #1

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

BID NO. Informal Bid

**Bid for Glazing and Skylight Replacement for
Cultural Arts Center Armstrong Theatre and Dance Wing**

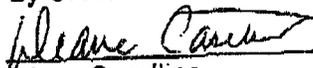
ADDENDUM #1

THE FOLLOWING CHANGES ARE HEREBY INCORPORATED INTO AND MADE A MANDATORY PART OF SUBJECT BID:

- ADD: Contractor will have a maximum of 5 working days to complete the project at each location for a total of 10 working days for on site work. Note: the schedule of work days may not be consecutive due to the events taking place at the Center.
- CLARIFY: Removal and replacement of glazing at the Dance Wing includes (4) skylight panels and (1) triangular panel at the back of the skylight and all vertical panels as indicated on Drawings.
- CLARIFY: Total thickness of the skylight panels shall be 1-3/8" with inner and outer panels as specified
- CHANGE: Re: Specifications for Armstrong Theater Glazing Replacement
Part 2 - Products
2.1, A, 1. Product: (revised) Solargray + 1/2" Air + Solarban 60 I.G. Unit
- ADD: Please provide lead time for materials along with the bid price (only one price per location) and any exclusions.

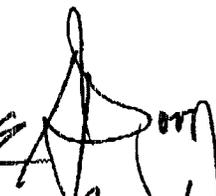
Bid Opening remains, Friday, June 23, 2006 by 5:00 PM. Please send your proposal with acknowledgement of Addendum #1.

By Order Of


Diane Caseltine
Business Manager

June 20, 2006

Please return this addendum with your bid proposal.
I hereby acknowledge receipt of this addendum.

DANDY GLASS 

Name of Company

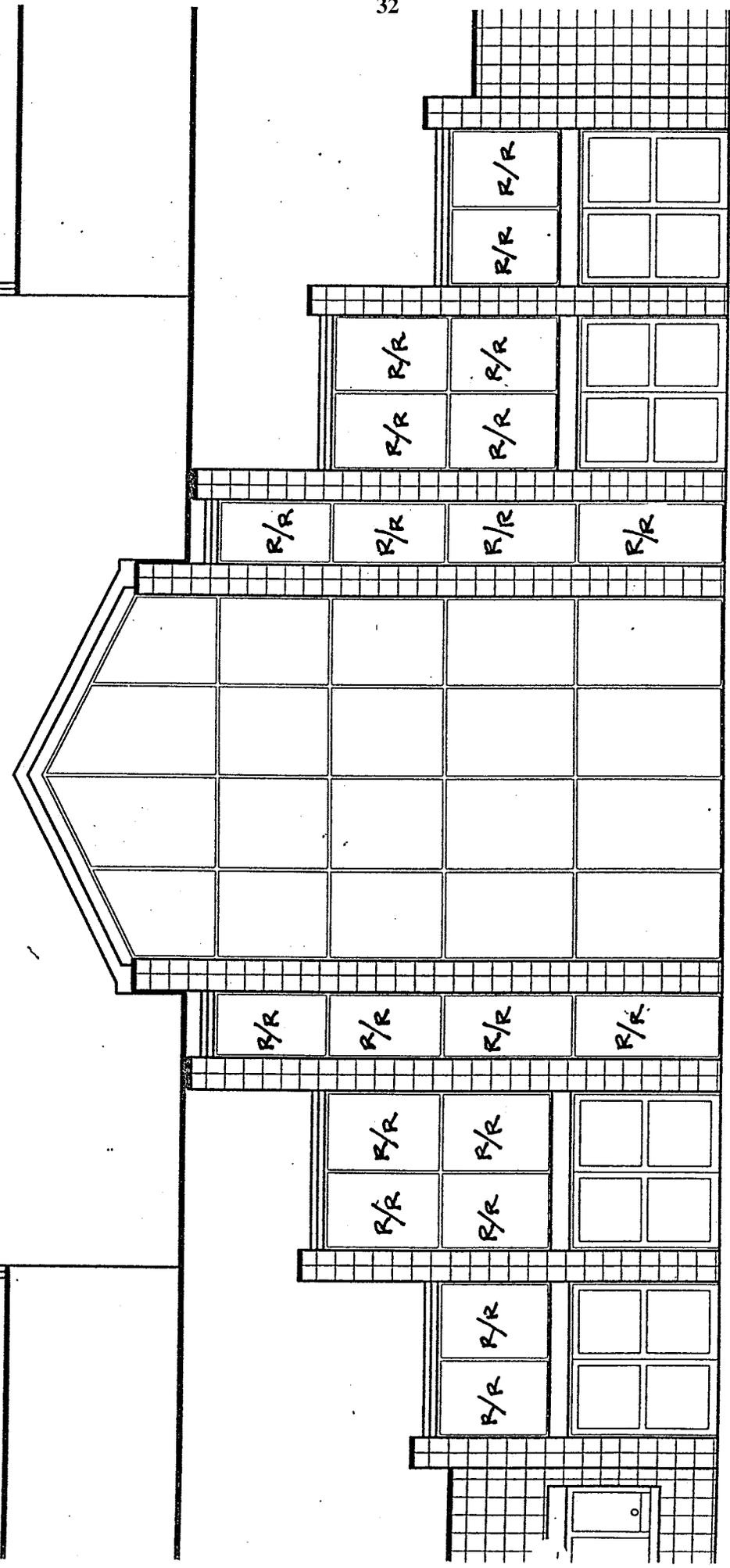
23406 Arlington Road

Address

Torrance CA 90501

City State Zip Code

ATTACHMENT B



R/R = REMOVE EXISTING GLAZING UNIT &
 REPLACE WITH NEW.
 FIELD VERIFY DIMENSIONS PRIOR
 TO FABRICATION.

EAST ELEVATION
ARMSTRONG THEATER
 SCALE: 1/8"=1'-0"

