

Council Meeting
May 6, 2008

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

Members of the Council:

SUBJECT: General Services - Award a contract and appropriate funding for replacement of the partition wall at the Bartlett Senior Center. Expenditure: \$ 13,052

RECOMMENDATION

Recommendation of the General Services Director that City Council award a contract to Accordion Door Distributors, Inc. for \$11,052 with \$2,000 contingency for the replacement of the partition wall at the Barlett Senior Center and appropriate \$13,052 from the Building Maintenance Capital Project Fund.

FUNDING Funding is available in the Building Maintenance Capital Project Fund (4012).

BACKGROUND / ANALYSIS

The partition wall at the Barlett Senior Center is not repairable, the track is bent and worn due to the weight of the existing partition wall. As a result staff would like to replace the existing partition wall with a new light weight partition system by awarding a contract to Accordion Door Distributors Inc. as a sole source purchase per the Torrance Municipal Code, Division 2, Section 22.3.17

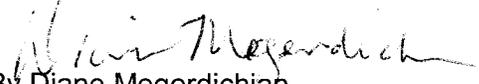
For purposes of this Section, "sole-source purchases" means those purchases where it would be undesirable or impossible for the City to advertise for bids for particular work or for patented items, or experimental or unique services or products, or where competitive purchases would be unavailable or would not prove advantageous for the City. No sole-source purchases may be made where to do so would show favoritism, improvidence, extravagance, fraud or corruption, or result in the waste of public funds, but may be used only to obtain the best economic result for the public.

Accordion Door Distributors, Inc. is the only Moderco partition manufacturer in California. By replacing the existing partition wall with the similar model, the City will avoid having to modify the ceiling and walls extensively to accommodate a new partition system.

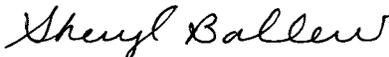
The General Services Director recommends that City Council award a contract to Accordion Door Distributors Inc. for \$11,052 with \$2,000 in contingency for the replacement of a partition wall system at the Barlett Senior Center and appropriate \$ 13,052 from the Building Maintenance Capital Project Fund.

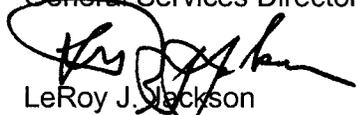
Respectfully submitted,

SHERYL BALLEW
General Services Director


By Diane Megerdichian
Business Manager

CONCUR:


Sheryl Ballew
General Services Director


LeRoy J. Jackson
City Manager

CONTRACT SERVICES AGREEMENT

This CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into as of May 6, 2008 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Accordion Door Distributors, Inc, a California Corporation ("CONTRACTOR").

RECITALS:

- A. CITY wishes to retain the services of an experienced and qualified CONTRACTOR to install a partition wall at the Barlett Senior Center per the specifications included in the scope of work..
- 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 December 31, 2008.

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 \$11,052.00 ("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

Rod Steffler 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:

Tim Munyer
Owner

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 Accordion Door Distributors, Inc.
2531 W. 237th Street
Suite 115
Torrance, CA 90505
Fax: 310-325-5762

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

Accordion Doors Distributors, Inc.
a California Corporation

Frank Scotto, Mayor

By: _____
Tim Munyer
Owner

ATTEST:

Sue Herbers
City Clerk

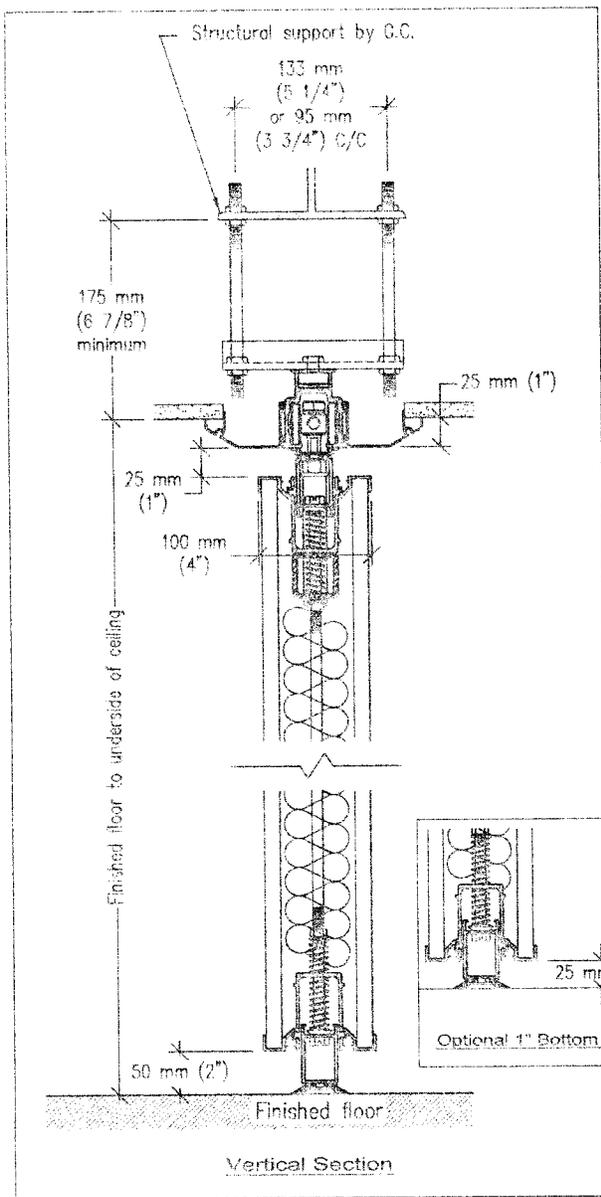
APPROVED AS TO FORM:
JOHN L. FELLOWS III
City Attorney

By: _____

Attachments: Exhibit A Scope of Services
 Exhibit B Compensation Schedule

Revised: 1/30/01

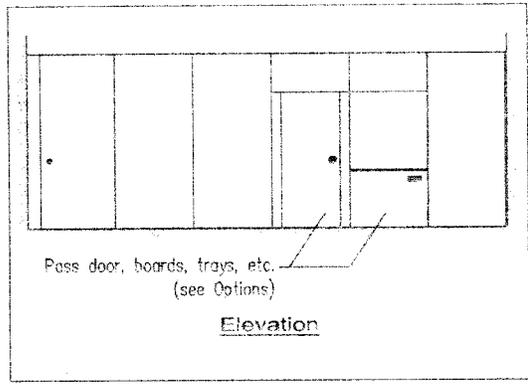
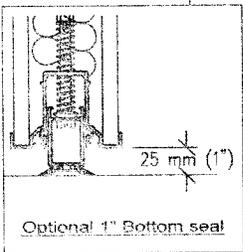
EXHIBIT A
SCOPE OF SERVICES
[To be attached]

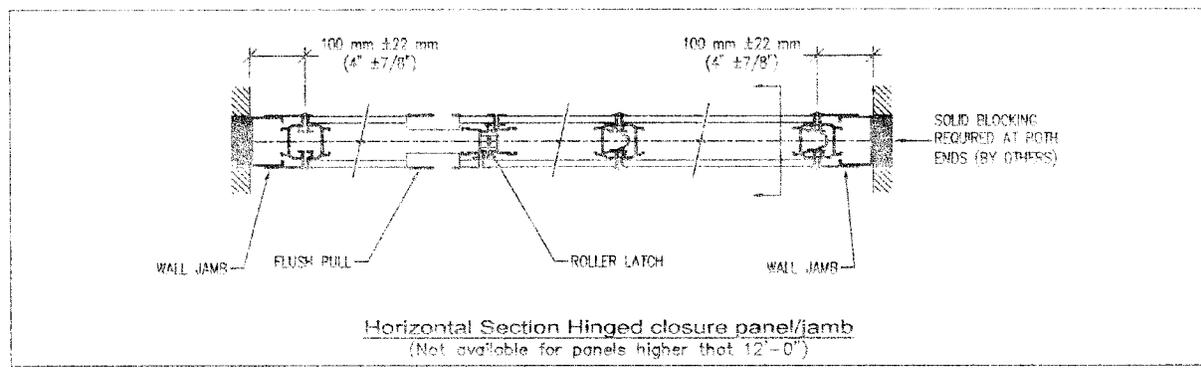
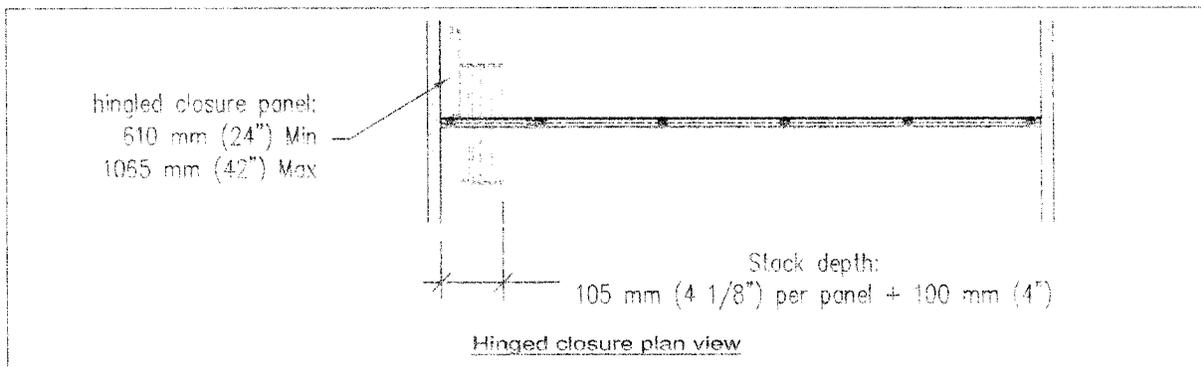
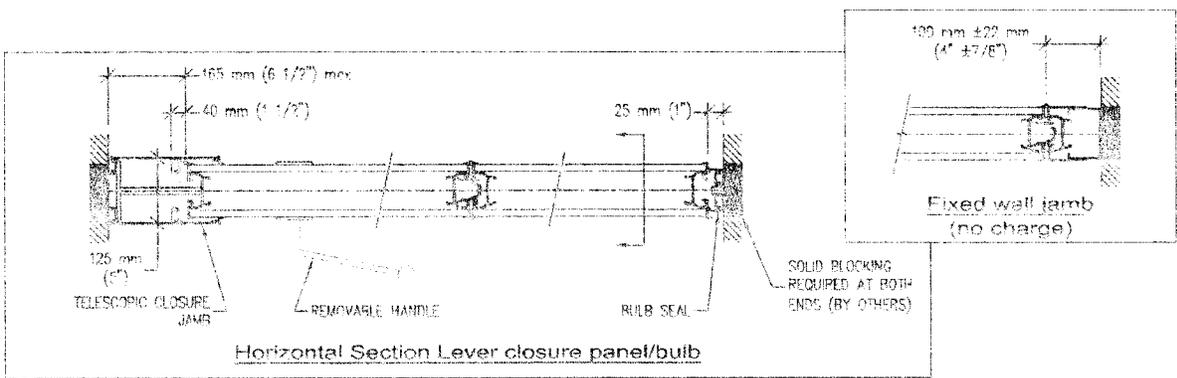
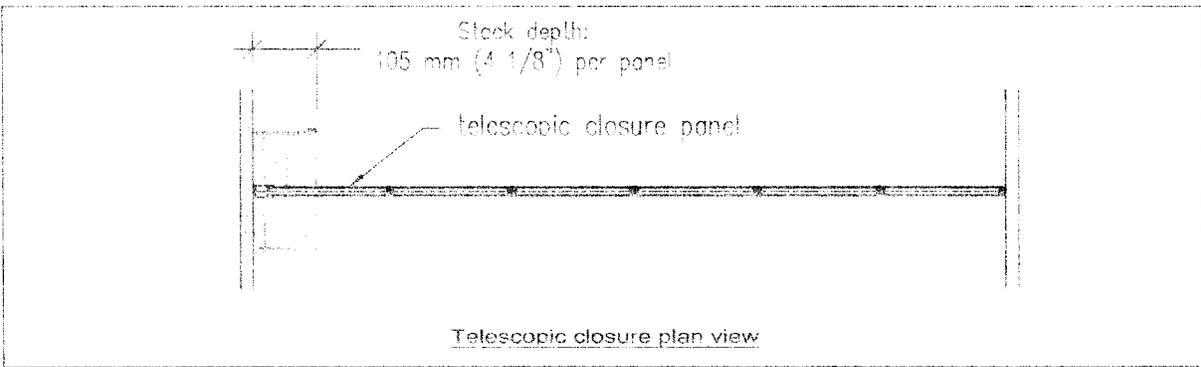


Signature 8500

General description:

- Paired panels system
- STC of 50 or 53
- Clear anodized aluminum protective panel trims (trimless optional)
- 25mm (1") retractable top seals
- 50mm (2") or 25mm (1") retractable bottom seals
- 13mm (1/2") gypsum board or 24ga minimum steel face
- Clear anodized aluminum #45 track and W-shaped soffits
- Maintenance-free trolleys made of four, nylon-tired steel ball-bearing wheels





Signature Series 8500 Paired Panels

Part I - General

1.01 DESCRIPTION

- A. General
 - I. Furnish and install operable partitions and suspension system. Provide all labor, materials, tools, equipment, and services for operable walls in accordance with provisions of contract documents.

1.02 RELATED WORK BY OTHERS

- A. Preparation of opening will be by General Contractor. Any deviation of site conditions contrary to approved shop drawings must be called to the attention of the architect.
- B. All header, blocking, support structures, jambs, track enclosures, surrounding insulation, and sound baffles as required in 1.04 Quality Assurance.
- C. Pre-punching of support structure in accordance with approved shop drawings.
- D. Paint or otherwise finishing all trim and other materials adjoining head and jamb of operable partitions.

1.03 SUBMITTALS

- A. Complete shop drawings are to be provided prior to fabrication indicating construction and installation details. Shop drawings must be submitted within 60 days after receipt of signed contract.

1.04 QUALITY ASSURANCE

- A. Preparation of the opening shall conform to the criteria set forth per ASTM E557 Standard Practice for Architectural Application and Installation of Operable Partitions.
- B. The partition STC (Sound Transmission Classification) shall be achieved per the standard test method ASTM E90-99 and E413-87. Test run under ASTM procedures prior to E90-99 shall not be permitted. All tests must be from an independent, currently operating, NIST-accredited Laboratory available to verify results.

1.05 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Proper storage of partitions before installation, and continued protection during and after installation will be the responsibility of the General Contractor.

1.06 WARRANTY

- A. Partition Panels shall be guaranteed for a period of two years with all mechanical parts including track and carriers guaranteed for a period of five years. This guarantee is against defects in material or workmanship of manufacturer's product.



Part 2 - Products

2.01 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by the following:
1. Moderco Inc.

2.02 MATERIALS

- A. Product to be top supported Series 8500 paired panels as manufactured by Moderco Inc.
1. Panels shall be nominally 4" [102] thick, in manufacturer's standard widths up to 48" [1230], and hinged in pairs or groups of three.
 2. Panel faces shall be of gypsum laminated to steel, or
Optional:
 Steel faces backed with gypsum. Panel faces shall be mechanically fastened to the frame if the no vertical trim option is used.
 Panel faces shall be removable and replaceable on site to accommodate future décor / finish changes.
 3. Frames shall be a composite of steel and aluminum alloys, formed to protect the edges of the face material, or
Optional:
 Frames shall be a composite of steel and aluminum alloys, formed to protect the panel edges. No vertical face trim shall be allowed.
 4. Interlocking vertical seals between the panels shall consist of tongue and groove aluminum and vinyl astragals creating a shock-absorbing, deep nesting, impact resistant acoustical interlock between panels. Each pair of panels shall be equipped with a concealed panel locking device, such that, when engaged will result in a uniform & inter locked unit without the use of top guide rails.
 5. Horizontal top seals shall be retractable and operate simultaneously with the bottom seals. Top seals which can make contact with track soffit or ceiling during movement of the panels will not be permitted.
 6. Horizontal bottom seals shall be mechanically retractable, providing (select one) 1" [25], 2" [50], 4" [100] nominal operating clearance, and exert downward force when extended. Crank type seals requiring more than one rotation of the actuator to set or release or the use of a fixed sweep on any panel shall not be acceptable, or
Optional:
 Horizontal top & bottom seals shall automatically operate as the panels are positioned. Automatic seals requiring a projection beyond the panel edge shall not be acceptable.
 7. The panel hinges used on the panels shall be of steel and project no more than 1/4" [6] beyond panel faces. Panels shall be connected with a minimum of three hinges.
- B. Weight of the panels shall be 9 lbs./sq. ft. plus or minus 1 lb. [44 kg/sq.m] based on Options selected.

C. Suspension system:

1. Track shall be clear anodized tempered aluminum with soffit trim of clear anodized aluminum providing a transition to the ceiling. Track shall include support brackets and rods, spaced to manufacturer's standards.
 - a. Each panel shall be supported by one 4-wheeled carrier. Wheels to be of hardened steel ball bearings encased with nylon tires. Carrier design shall ensure that all wheels remain in contact with the track during normal movement of the panels.
Optional:
1. Track shall be heavy gage steel supported by support brackets and hanger rods, spaced to manufacturer's standards for height and STC specified. Brackets shall incorporate an integral clear anodized aluminum soffit providing a transition to the ceiling.
 - a. Each panel shall be supported by one 4-wheeled carrier. Wheels to be of hardened steel ball bearings with steel tires.

D. Finishes

1. Face finish shall be: (select as required):
 - a. Factory applied reinforced vinyl wall-covering with woven backing, weighing 20 oz. or more per lineal yard [465 g/m]. Color shall be selected from manufacturer's standard color selector.
 - b. Standard up-grade finishes (color shall be selected from manufacturer's standard color selector):
 - (1) Factory applied vertical ribbed carpet (N.R.C. .20)
 - (2) Factory applied 100% polyolefin stain resistant fabric

Optional:

 - (1) C.O.M. / Customer's Own Material; Customer supplied & factory applied (requires factory approval for manufacturing compatibility)
 - (2) C.S.M. / Customer's Specified Material; Factory supplied & factory applied (requires factory approval for manufacturing compatibility)
 - (3) Wood veneer (specify species and grade)
 - (4) High pressure laminate (with vertical trim only)
2. Frame color shall be (select one):
 - a. Clear Anodized Aluminum (standard) or
Optional:
 - b. Dark Bronze Painted
 - c. Custom Color Painted (optional upgrade)
 - d. Custom Anodized (optional upgrade)
3. Aluminum track and soffit shall be clear anodized
Optional:
 - a. Custom Anodized (optional upgrade)
 - b. Custom Color Painted (optional upgrade)

E. Accessories/Options

1. ADA-compliant pass door of the same thickness, acoustical construction and finish as the basic panels. Locate where shown on the plans.

Optional:

- a. Concealed Automatic Door Closer
 - b. Dead bolt Lock (not available on egress doors)
 - c. Inset Panic Bar lockable on lever side
 - d. Inset Self-Illuminated Exit Sign (above door)
2. Inset chalk/dry marker boards. Location and height as indicated on plans.
 3. Inset tack boards. Location and height as indicated on plans
 4. Pocket doors of same construction as panels.

Options:

- a. Non-Acoustical Pocket Door
- b. Dead bolt Lock

2.03 OPERATION

- A. Panels shall be manually operated, top supported, moved in pairs from the storage area, positioned in the opening, and seals set.
- B. Retractable Top and Bottom Seals
 1. Retractable Mechanical Top and Bottom seals shall be activated by a removable operating handle located approximately 40" [1050 mm] from the floor in the panel edge.
 2. Seal activation shall not require more than one rotation of the removable handle.**Optional:**
 1. Top & Bottom seals shall automatically activate as panels are deployed / positioned with out the use of any handle or action by the operator and shall automatically retract when panels are moved to be stored.
 2. Automatic seal actuator shall not project beyond the nominal edge of the panel nor require additional pocket clearance.
- C. Final partition closure to be by (select one):
 1. Telescopic closure panel incorporating an expanding jamb member operated from either side of the panel with a removable handle. Panel shall be capable of compensating for minor out-of-plumb wall conditions and provide a positive vertical seal between partition and building structure.**Optional:**
 1. For heights under 12' [3700 mm]: Hinged Closure Panel permanently attached to the structural wall. Panel permits access between adjacent rooms and shall be of the same finish as basic panels. Top and bottom seals shall be continuous contact multi-ply vinyl. Hardware shall be recessed.



2.04 ACOUSTICAL PERFORMANCE

- A. Acoustical performance shall have been tested at an NIST-accredited, independent laboratory in accordance with ASTM E90-99 or more recent Test Standards. Standard panel construction shall have obtained an STC rating of (select one) 50, or 53.
 - 1. Copies of the written test report are to be made available upon request. Tests must have been conducted at a laboratory available for verification of results.

Part 3 - Execution

- A. Installation.
 - 1. The complete installation of the operable wall system shall be by an authorized factory-trained installer and be in strict accordance with the approved shop drawings and manufacturer's standard printed specifications, instructions, and recommendations.
- B. Cleaning
 - 1. All track and panel surfaces shall be wiped clean and free of handprints, grease, and soil.
 - 2. Packing and other installation debris shall be removed from the job site.
- C. Training
 - 1. Installer shall demonstrate proper operation and maintenance procedures to owner's representative.
 - 2. Operating handle and owner's manuals shall be provided to owner's representative.

EXHIBIT B
COMPENSATION SCHEDULE
[To be attached]

ACCORDION DOOR DISTRIBUTORS, INC.

OVER 35 YEARS EXPERIENCE

2531 West 237th Street Suite 115
Torrance, CA 90505
310-325-5335 Fax 310- 325- 5762

Lic #809187

**PROPOSAL AND
ACCEPTANCE**

accordiondoor.com

PROPOSAL SUBMITTED TO City of Torrance		Att: Cindy Snodgrass	PHONE 310-618-2898	DATE 11/23/2007
STREET 3031 Torrance Blvd.		JOB NAME Senior Center		
CITY, STATE AND ZIP CODE Torrance, CA 90505		JOB LOCATION		
ARCHITECT	DATE OF PLANS	FAX 310-320-8523	JOB PHONE	

We hereby submit specifications and estimates for: REPLACE EXISTING OPERABLE WALL

TYPE: MODERCO SIGNATURE 8500, PAIRED PANELS

SIZE: 26'4" X 8'1 1/2"

PANEL QTY: 7

FINISH: STD. VINYL (ON STEEL FACES) FOR CARPET ADD \$400.00 TO PRICE.

STC: 50 (VERY HIGH SOUND RATED)

SEALE: 1 1/2"

PASS DOOR: 1, SINGLE "U" SHAPE

**REMOVAL OF EXISTING WALL PANELS AND TRACK
DRYWALL AND PAINTING BY OTHERS**

**PRICE INCLUDES: SALES TAX, FREIGHT AND INSTALLATION
BACKING BY OTHERS**

LEAD TIME AFTER FINAL FIELD CHECK AND COLOR SELECTION 8 WEEKS PLUS SHIPPING

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

ELEVEN THOUSAND FIFTY TWO dollars (\$ **11,052.00**)

Payment to be made as follows:

1/3 DEPOSIT BALANCE UPON COMPLETION

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. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation insurance.

Authorized

Signature

Note: This proposal may be withdrawn by us if not accepted within 90 days

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.

Date of acceptance _____

Signature _____

Print name _____

Title _____