Council Meeting
March 23, 2010

Honorable Mayor and members
Of the City Council
City Hall
Torrance, California

Members of the Council:

SUBJECT: City Manager – Approve contract services agreement for Siren Arts Productions for the replacement Studio Sets for CitiCABLE. Expenditure: $29,132.25

RECOMMENDATION

Recommendation of the City Manager that City Council approve a contract services agreement with Siren Arts Productions for the designed and construction of replacement Studio Sets for $29,132.25 including 5% ($1,387.25) contingency from the 2009/2010 operating budget.

Funding

Funding is available in the 2009/10 budget.

BACKGROUND/ ANALYSIS

The Office of Cable and Community Relations, among other duties, produces Torrance based television programming for viewing on CitiCABLE Channel 3 on the Time Warner Cable system and 31 on the Verizon FiOS system. Programs are produced both in studio and out in the field. CitiCABLE produces several series to address a variety of community interests, information and themes. Attached is a list of programs, brief descriptions, along with the number of shows produced annually.

This Week in Torrance and The SportsDesk are produced in studio and has always shared the central portion of the studio set. This approach has been in service since their respective shows inception to minimize cost and maximize limited space. The current set has been in service since 2001, exceeding its expected use by 2 years.

Set replacement is based not only on wear, tear and functionality, but more importantly on aesthetics and the ability to communicate a message of authenticity. The in-studio set should represent the best presentation the channel has to offer its viewers. The two programs that use the set are cablecast everyday, sharing with viewers the major and minor happenings in Torrance. CitiCABLE has been on a constant evolution of improvement since its inception in 1984. The visual progression continues to create programming that attracts viewers to Torrance stories. Providing the community with a

visual documentation of our youth, seniors, businesses, residential, entertainment, and day-to-day lives of its citizens CitiCABLE establishes immense community value.

The Office invited vendors to submit proposals for television set design and construction. This is a highly specialized field, and due to the relative small size of the project, Siren Arts Production was the sole vendor to positively respond. The proposal and subsequent quote is competitive with the previously purchased set and, therefore, staff is recommending entering into a contract services agreement.

Respectfully submitted,

LeRoy J. Jackson
City Manager

By: _____
Michael D. Smith
Cable & Community Relations Manager

CONCUR:

_____
LeRoy J. Jackson
City Manager

Attachments A) City of Torrance Annual Programming Summary
B) Contract Services Agreement

City of Torrance
OFFICE OF CABLE AND COMMUNITY RELATIONS
ANNUAL PROGRAMMING
CitiCABLE and Torrance

Attachment A

Programming Channel 3/31 – ORIGINAL

SHOW	NO.	HRS	TOT.HRS
Art Studio*	22	0.5	11.0
Common Cents	12	0.5	6.0
Community Cooking*	26	0.5	13.0
Council Meeting	50	4.0	200.0
Documentary	1	1.0	1.0
Events	4	2.0	8.0
Excellence in Arts	8	0.5	4.0
K9 Corner	12	0.3	3.0
Senior Scene	26	0.5	13.0
Specials	6	0.5	3.0
Sports Desk	50	0.5	25.0
Spotlight Torrance	20	0.5	10.0
This Week in Torrance	50	0.5	25.0
Total	**287**		**322.0**

*Joint Project

Programming Channel 3/31 – EXTERNAL

SHOW	NO.	HRS	TOT.HRS
California's Green	23	0.5	11.5
California's Water Series	9	0.1	0.5
Close Up on Health	8	0.5	4.0
Jazz Cardio Strength	11	0.5	5.5
LA World Affairs Council	26	1.0	26.0
Metro Motion	26	0.5	13.0
Metropolitan Water District	12	0.5	6.0
NASA 360	8	0.5	4.0
Opera Talk with Nick Reveles	6	0.5	3.0
Pulse of the Port	12	0.5	6.0
Sit and Be Fit	26	0.5	13.0
Straight From The Tap	26	0.5	13.0
Vintage Vehicle Show	10	0.5	5.0
White House Chronicles	26	1.0	26.0
Total	**229**		**136.5**

Art Studio provides instruction on how to make fun and easy crafts.
City Council Meetings are LIVE gavel-to-gavel coverage of the Torrance City Council.
Common Cents explores Torrance business operations, meets people behind the scenes, and takes an inside look at their operation.
Community Cooking cooks sharing their favorite recipes featuring fresh produce from the Torrance Certified Farmer's Market.
Excellence in Art Awards features Torrance artists that have been recognized by the Cultural Arts Commission for outstanding achievement in their respective disciplines.
K9 Corner features pet care, safety, nutrition, health and everything doggie related!
Senior Scene explores a variety of topics, profiles, and events selected just for seniors.
Spotlight Torrance shows you where to find exciting entertainment and things to do in Torrance. The best stage performances, spas, concerts, and latest trends.
The SportsDesk is dedicated to Torrance sports! Find out the latest sports scores, stories, and features about the teams.
This Week in Torrance is a news-style program that provides you with up-to-date coverage of events, activities, crime reports, features on employment opportunities, conservation and recycling tips, economic development, and meetings.

Programming Channel 22/35 – ORIGINAL

SHOW	NO.	HRS	TOT.HRS
City CINEMA*	20	1.5	30.0
City Youth Sports	50	1.5	75.0
Civic Chorale Concert	4	1.5	6.0
Pier Concerts*	6	1.5	9.0
Wild Wednesday Concerts*	5	1.5	7.5
Total	**85**		**127.5**

*Joint Project

Programming Channel 22/35 – EXTERNAL

SHOW	NO.	HRS	TOT.HRS
California Channel	261	8.0	2088.0
Jazz Notes with Doug McIntyre	6	0.5	3.0
Live at the Ford	7	0.5	3.5
Pentagon Channel	261	8.0	2088.0
Total	**535**		**4182.5**

City Cinema features films in public domain, hosted by Tom Hatten of "Family Film Festival" fame.
City Youth Sports features seasonal competition, including Basketball, Soccer, Football, and Volleyball between Torrance youth.
Civic Chorale Concerts are seasonal presentations by the Torrance Civic Chorale.
Santa Monica Pier Twilight Dance Series is an annual concert recorded live each summer.
Wild Wednesdays! free noon concert series is presented in Torino Festival Plaza at Torrance Cultural Arts Center.

Attachment B

CONTRACT SERVICES AGREEMENT

This CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into as of 03/23/10 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and SIREN ARTS PRODUCTIONS, a limited liability company ("CONTRACTOR").

RECITALS:

A. CITY wishes to retain the services of an experienced and qualified CONTRACTOR to design and contruct news and sports news studio sets.

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 Proposal attached as Exhibit A. CONTRACTOR warrants that all work and services set forth in the Proposal 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 July 31, 2010.

3. COMPENSATION

A. CONTRACTOR's Fee.

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with the Proposal attached as Exhibit A, 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 $27,745.00 ("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 Proposal. 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

MICHAEL D. SMITH 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:

Daniel Henry, director/producer
Davide Colleoni, cinematographer

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 Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, its officers, agents, employees and volunteers 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. <u>NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES</u>

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. <u>INSURANCE</u>

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, $1,000,000 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 ("City of Torrance"), the Redevelopment Agency of the City of Torrance, 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. <u>SUFFICIENCY OF INSURERS</u>

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. <u>CONFLICT OF INTEREST</u>

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	SIREN ARTS PRODUCTIONS 713 EAST ALTADENA DRIVE SUITE 112 ALTADENA CA 91001 6263981450 Fax: 6266041853
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

_____
MICHAEL D. SMITH
CITY MANAGER'S OFFICE

_____
LeRoy J. Jackson, City Manager

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By:_____

SIREN ARTS PRODUCTIONS
a Limited Liability Company

By:_____
DANIEL HENRY
director/producer

Attachment: Exhibit A: Proposal

Revised: 10/29/2008

EXHIBIT A

PROPOSAL

SIREN ARTS PRODUCTIONS, LLC
713 East Altadena Drive, suite 112
ALTADENA (Los Angeles) CA 91001
Phone: 1-626-298-1450 Fax: 1-626-604-1853
Mobile: 1-626-376-5069

CityOfTorrance_update05.doc

Your Ref: 'Set for News'

December 09, 2009

To whom it may concern:

Dear Customer:

Please find our proposal for the construction of a set for News/Sport TV program.

Our proposal includes:
- Design and Construction of self-standing elements for News set
- Design and Construction of news desk including flat-screen TV
- Design and Construction of self-standing elements for Sport set

Date of completion: 3 months after signing work order.

Payment: 35% at work order (when agreed upon design and color palette), 35% at delivery, 30% at completion.

Price does not include:
- Furniture, other than described above
- TV screens, other than described above

Please, refer to pictures below and to attached file (*CityOfTorrance_DetailsForQuote05.pdf).*

DETAILS:

1/ News Set
All elements are self standing, attached to each other with hinges. The elements are light enough that they do not require wheels.
Wood paneling is made of stained wood, finish is satin.
Framed panels are made of fabric that can be backlit.
Desk is on a 6 inch riser with wheels and includes a flat-screen TV with manufacturer warranty (similar to LG - 42" / 1080p / 120Hz LCD HDTV, max retail value of $1,000 - other models can be negotiated). Finish is laminate and glass.
Logos and other graphic elements are printed on foam core (extra sturdy, 'Gator' type).
Background structure is built to support 9 TV monitors (monitors and wiring not included).

2/ Additional Sports Set
Additional standing elements is a frame with fabric, plexiglass and logo on foam core. These elements are movable and are light enough that they do not require wheels.
No desk.

3/ Interviews set
None.

Total price:	Material	$7,425.00
	Labor	$16,500.00
	Misc. (TV set, rent, transportation, etc)	$3,820.00
	TOTAL	$27,745.00

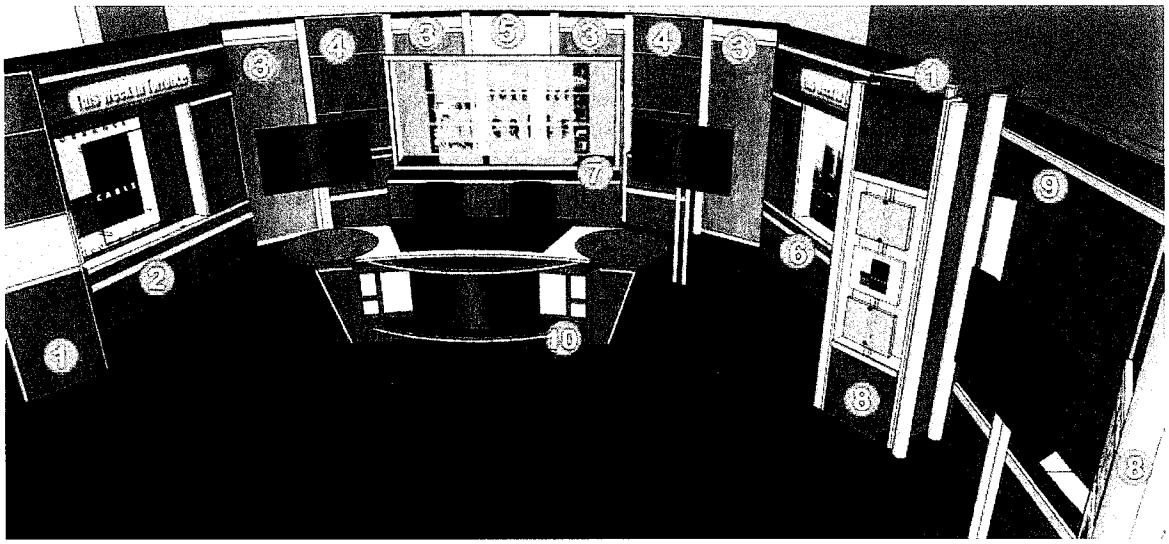
Our proposal is valid until December 31, 2009.

Please, do not hesitate to contact us if you have any queries.

Thanks for your willingness to do business with us! We hope to have the pleasure of receiving your order.

Yours sincerely,

Daniel HENRY
Director/Producer



THE SPORTSDES
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	QUANTITY	***DESCRIPTION***	***COLOR***
ELEMENT #1	**4**	**Panels at 60º angle**	
		W 2'0" x H 8'	
		silver base	STEEL HAMMERED FINISH
		3 dark wood cuts	SEDONA RED 222
		1 orange cut	ORANGE
ELEMENT #2	**1**	**This week in Torrance/Logo**	
		W 8' x H 8'	
		dark wood base	SEDONA RED 222
		silver frame	STEEL HAMMERED FINISH
		3 horizontal silver latices	STEEL HAMMERED FINISH
		3 vertical silver equal angle	ANODIZED ALUMINUM
		1 light wood latice	LAMINATE 7061-60
		"This week in Torrance" banner 1' x 8'	FOAM CORE
		"CitiCBLE" logo 4' x 3'6"	FOAM CORE
		plexiglass over logo 3' x 3'	
		plexiglass cut on right side 3' x 1'	
		black latice on top	BLACK
ELEMENT #3	**4**	**Backlight frame**	
		W 3' x H 8'	
		2 silver latice	STEEL HAMMERED FINISH
		orange latice on top	ORANGE
		black latice on top	BLACK
		canvas	WHITE
ELEMENT #4	**2**	**Dark wood flat**	
		W 3' x H 8'	
		silver base	STEEL HAMMERED FINISH
		1 light wood latice	LAMINATE 7061-60
		1 silver latice	STEEL HAMMERED FINISH
		4 dark wood cuts	SEDONA RED 222
		2 orange columns	ORANGE
ELEMENTS #5	**1**	**Light wood flat**	
		W 3'3" x H 8'	
		light wood cut	LAMINATE 7061-60
		2 orange columns	ORANGE
		black latice on top	BLACK
ELEMENTS #6	**1**	**This week in Torrance/Cityscape**	
		W 8' x H 8'	
		dark wood base	SEDONA RED 222
		silver frame	STEEL HAMMERED FINISH

		3 horizontal silver latices	STEEL HAMMERED FINISH
		3 vertical silver equal angle	ANODIZED ALUMINUM
		1 light wood latice	LAMINATE 7061-60
		"This week in Torrance" banner 1' x 8'	FOAM CORE
		Cityscape 5'8" x 3'10"	DURATRANS
		plexiglass cut on left side 3' x 1'	
		black latice on top	BLACK
ELEMENT #7	**1**	**Nine Monitor display**	
		W 8' x H 6' x D 3'	
		dark wood base, with black top	SEDONA RED 222
		1 light wood latice	LAMINATE 7061-60
		printed plexiglass 8' x 4'	opacity 65%
		6 vertical monitor stands	STEEL HAMMERED FINISH
		metallic silver frame	STEEL HAMMERED FINISH
ELEMENT #10	**1**	**News Desk**	
		W 10' 3" x H 3'5"	
		riser W 8' x H 6" x D 2'	BLACK
		42" flatscreen monitor	
		dark wood base	LAMINATE 7924K-07
		6 frontal light wood cuts	LAMINATE 7061-60
		aluminum rims	
		light wood desktop	LAMINATE 7061-60
		tempered glass desktop 1/2", 6 standoff	DARK GREY
		on wheels	
ELEMENT #11	**1**	**Sport Set, backlit/right side**	
		W 3' x H 8'	
		orange frame	ORANGE
		2 red latices holding plexiglass	RED
		2 silver latices holding logo	STEEL HAMMERED FINISH
		canvas	WHITE
		printed logo H 2' x W 2'	
		plexiglass W 1' x H 6'	
		red top	RED
		2 silver latices on top	STEEL HAMMERED FINISH
ELEMENT #12	**1**	**Sport Set, backlit/left side**	

		W 3' x H 8'	
		dark wood base	SEDONA RED 222
		red top	RED
		2 silver latices on top	STEEL HAMMERED FINISH
ELEMENT #13	**1**	**Sport Set, top and column**	
		W 1' x H 1'2"	
		red base with printed logo 1' x 8'	RED
		orange frame	ORANGE
		orange column	ORANGE
ELEMENT #14	**1**	**Curved wall**	
		W 5'10" x H 8'	
		silver bands	STEEL HAMMERED FINISH
		4 light wood cuts	LAMINATE 7061-60
		extra riser H 1'	BLACK