

Council Meeting
July 18, 2006

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

Members of the Council:

SUBJECT: Contract award for repairs and painting at various Torrance Park restrooms.

Expenditure: \$ 36,834.51

RECOMMENDATION

The General Services Director recommends City Council:

- 1) Award a contract to Long Beach Acoustics for \$21,340 with a 5% contingency of \$1,067 for replacement of the ceiling tile at the Plunge (FEAP #184).
- 2) Award a contract to Horst Electric for \$10,689.51 with a 5% contingency of \$535 for a lighting upgrade at the Plunge.
- 3) Approve a 10% project management fee of \$3,203.
- 4) Appropriate \$6,834.51 from the Building Maintenance and Facilities Fund.

FUNDING Funding is available in FEAP 184 (\$30,000) and from the Building Maintenance and Facilities Fund 4012800 (\$6,834.51).

BACKGROUND/ANALYSIS

The ceiling at the Plunge is at least 24 years old and is ready to be replaced. Staff has been regularly repairing the ceiling tiles when damaged, broken, or stained. The new ceiling tiles are water resistant and will provide a uniformed, clean look to the facility.

The electrical fixtures are at least 20 years old and not energy efficient. The replacement of the fixtures and lamps with new T-8 lamps will provide the facility with energy efficient lighting that should lower costs of electricity for the facility overall.

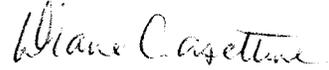
Staff obtained bids from prospective bidders and they are as follows:

<u>Ceiling Tile</u>		<u>Electrical</u>	
Long Beach Acoustics	\$ 22,500	Horst Electric	\$ 10,689.51
Ceiling Service Co.	\$ 26,986	Cypher's Electric	\$ 14,250.00
DC Acoustics	No bid	Barden Electric	\$ 16,041.00

After reviewing the proposals by both companies , their experience with similar projects, references, and licensing, the General Services Director recommends the City Council award a contract to Long Beach Acoustics Inc. for \$21,340 and Horst Electric for \$10,689.51with 5% contingencies for the replacement of the Ceiling Tile and Electrical at the Benstead Plunge FEAP #184 (Facilities, Equipment Action Plan) and appropriate \$6,834.51 from the Building Maintenance and Facilities Fund (4012800) to this project.

Respectfully submitted,

SHERYL BALLEW
General Services Director

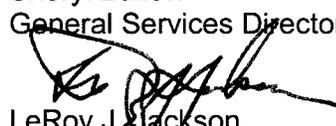


By Diane Caseltine
Business Manager

CONCUR:



Sheryl Ballew
General Services Director



LeRoy J. Jackson
City Manager

Attachment A: Long Beach Acoustics Contract
B: Horst Electric Contract

CONTRACT SERVICES AGREEMENT

This CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into as of July 18, 2006 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and T.R. Blood Inc. dba Long Beach Acoustics Inc., a California Corporation ("CONTRACTOR").

RECITALS:

- A. CITY wishes to retain the services of an experienced and qualified CONTRACTOR to provide all the labor, materials, tools, equipment and incidentals to complete a ceiling replacement at the Benstead Plunge building per the City specifications .
- 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, 2006.
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 \$21,340 ("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:

Thomas R. Blood
President

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 T. R. Blood Inc. dba Long Beach
Acoustics Inc.
3459 Long Beach Boulevard
Long Beach, CA 90807

Fax: 562-595-5361

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

T.R. Blood Inc. dba Long Beach
Acoustics Inc.
a California Corporation

Frank Scotto, Mayor

ATTEST:

By: _____
Thomas R. Blood
President

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]

EXHIBIT A
Scope of Services

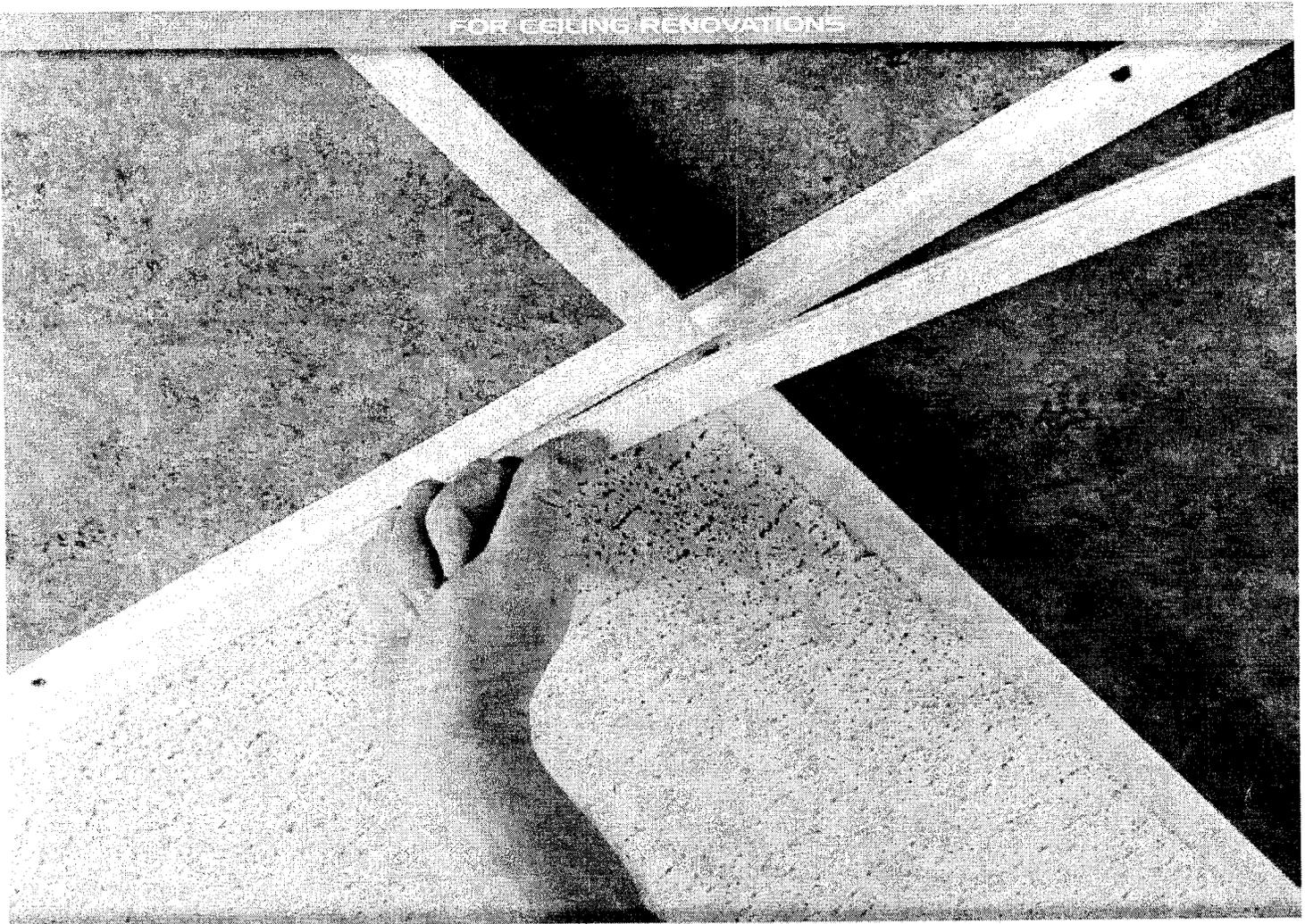
Contractor will provide all labor, materials, tools, equipment and incidentals to complete the replacement of the ceiling at the Benstead Plunge per the City's scope of services.

This project will require approximately 4,354 modular square feet, of Armstrong "Random Fissured" 2' x 4' x 5/8" #420 board and 15/16", "Ceiling Max" grid and trim. Light wells to receive new #744, "Cortega" 1' x 1' glue up tile.

Demo the existing 1' x 1' tile, contractor to provide own trash cans. Remove the existing glue daubs if they are interfering with the installation of the grid system and prepare the existing substrate for grid installation. Install new grid and suspended ceiling per the following specifications. The main runner, cross runner's tee will be 15/16" wide flange, grid from "Ceilingmax. The wall brackets and grid will be standard white PVC. The main runner will be at 2' on center and the 2' cross runners will be 4' on center. The top hangar strips will be at 2' on center and will be screwed to the substrate at not less than 16" on center. The 8' wall bracket will surround the entire ceiling area and the main or cross tees that die over it will be fastened to the wall bracket by blind rivets on two adjacent sides. The entire grid assembly will be hung in strict accordance with the manufacturer's instructions and local building codes. The grid will be straight, true, and level within the normal industry tolerances and the substrate to which it is fastened.

The Acoustical board (ceiling panels, will be Armstrong "Random Fissured" fiberglass, #420, 2' x 4' x 5/8" white LAY-IN board which will be gravity held on the horizontal flange of the grid except at the perimeter where it will be field cut and will lay partially on the wall brackets. Additional ceiling panels will be provided to the ceiling for use in the light installation.

Surface Mount Grid System



CeilingMAX™ Surface Mount Grid System™

Features

- Surface mounting saves up to 6" of ceiling height.
- Ideal for renovations by covering old plaster, drywall, or paste-up ceilings.
- Eliminates demolition cost, mess and down time.
- No wires to hang or time-consuming leveling.
- Use any 2' x 2' or 2' x 4' acoustical ceiling tile.
- Provides an immediate acoustic solution by eliminating demolition and reinstallation.
- "Snap-In" technology makes installation simple and easy.
- "Snap-Out" technology provides the ability to replace tiles and access the plenum at any time.
- Manufactured from high-grade vinyl, eliminating rust and scratches.

"CeilingMAX" has significantly reduced the amount of echo in our school. Your ceiling has enhanced both the beauty and function of our classrooms."

**Tony Abts / Principal
St. Joseph Middle School**

"CeilingMAX" saved our district over \$12,500 in construction cost in our main elementary gymnasium by eliminating the need for demolition of existing tiles and removal of fixtures. The grid and tiles have been in a number of years and look like they were installed yesterday."

**Roger Rozek / Director, Buildings & Grounds
Winneconne Community School District**



CEILINGMAX™ PRODUCT SPECIFICATIONS

Designed for the Commercial User

The CeilingMAX Grid System was designed by a Journeyman Acoustical Installer. After years of frustration and slow production of 12" x 12" surface mount systems, CeilingMAX was designed to integrate the installation methods of the conventional grid system and the 12" x 12" system. A skilled installer or novice will improve his production rate by over 50% with the CeilingMAX Grid system versus 12" x 12" tiles. In addition the system will accept any 2' x 2' or 2' x 4' ceiling panel and in the event of a sub-surface failure such as water leaks, individual tiles can be replaced by simply unsnapping the grid around the damaged product. CeilingMAX is ideal for renovating old plaster, drywall or paste-up ceilings.

SAMPLE PROJECTS

- Schools and Universities
- Hospitals and Healthcare Facilities
- Food Manufacturing and Processing Plants
- Restaurants, Hotels and Hospitality Properties
- Gymnasiums and Auditoriums
- Churches
- Airports

Grid Face	Item#	Description	Dimensions	Sectional Views
15/16"	100	8' Top Hanger	96" x 1-1/2" x 15/32"	
	105	2,400 mm Top Hanger	2,400 mm x 38 mm x 12 mm	
15/16"	110	8' Runner	96" x 15/16" x 15/16"	
	115	2,400 mm Runner	2,400 mm x 24 mm x 24 mm	
15/16"	120	2' Cross Tee	23" x 15/16" x 15/16"	
	125	600 mm Cross Tee	576 mm x 24 mm x 27 mm	
15/16"	150	8' Wall Bracket	96" x 15/16" x 1-3/16"	
	155	2,400 mm Wall Bracket	2,400 mm x 24 mm x 30 mm	
15/16"	121	25" Tee	25" x 15/16" x 1"	
	126		635 mm x 24 mm x 30 mm	

PRODUCT DATA

Surface Burning Characteristics ASTM E 84 Class A
V.O. rating under U.L. 94

Load Intermediate Duty

Safety Approved for Food Manufacturing/Processing
(consult manufacturer for specifications)

Durability Rust and corrosion resistant

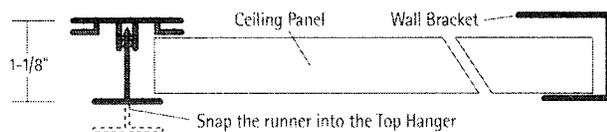
Material White and solid colors: Virgin Grade Vinyl
Finish covers: ABS laminated with hot stamping foil

Colors and Finishes See inside back cover for color swatches
(custom colors available upon request)

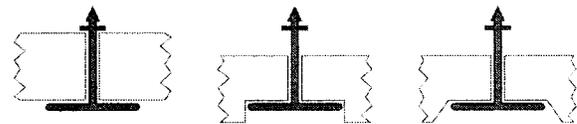
Specifications CeilingMAX is available in Imperial and Metric
Listed items are compatible up to 7/8" thick tile
(Components for 1" tile are available upon request)

Compatibility 15/16" gridface is compatible with any standard
2' x 2' (600 mm x 600 mm) or 2' x 4' (600 mm x
1,200 mm) tile

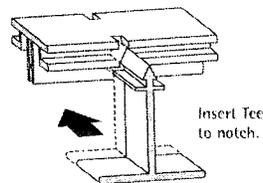
PROFILE



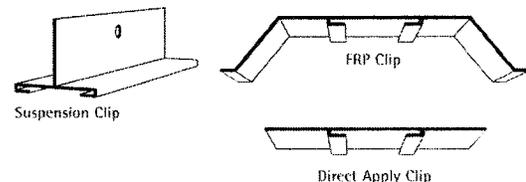
GRID INTERFACE OPTIONS



CROSS TEE JOINT



ACCESSORY OPTIONS



CeilingMAX™
Surface Mount Grid System

Presentation in this brochure or any other Acoustic Ceiling Products, LLC. publication is correct to the best of our knowledge at the time of publication. We provide this information in an advisory capacity only. Any advisory recommendations given in our publications must be modified to conform with local codes, conditions and specifications.

Always consult current manufacturer data sheet.

Patent Pending, Patent# 5,611,185

Acoustic Ceiling Products, LLC.
PO Box 1581 • Appleton WI 54912-1581
800.434.3750 • Fax 800.434.3751
www.ceilingmax.com

Acoustic Ceiling Products, LLC. is a member of C.I.S.C.A. and C.S.I.
CeilingMAX™ is a trademark of Acoustic Ceiling Products.

EXHIBIT B
COMPENSATION SCHEDULE
[To be attached]

LONG BEACH ACOUSTICS, INC.

3459 LONG BEACH BOULEVARD

LONG BEACH, CA 90807-4432

CONTRACTORS STATE LICENSE # 479835

Phone 562/424-2343 Fax 562/595-5361 email trblood@aol.com

Since 1950

June 30, 2006

City of Torrance

LONG BEACH ACOUSTICS, INC. proposes to furnish and provide necessary labor, material, tools, implements and appliances to do, perform and complete in good workmanlike manner.

PROJECT: Benstead PlungeAcoustical Ceilings as Follows.

2x4 Plastic surface mounted GridMax and 2x4 Armstrong Film Faced Shasta Ceiling board.

Men's and Women's Locker Rooms; Lobby; Counter; Office Equipment Room; Kitchen; Hall; and two (2) Exercise Rooms.

For the sum of \$21,340.00

Payment for work due upon completion unless otherwise agreed upon in writing.
This bid becomes invalid 30 days from date of proposal unless otherwise stated above.
Does not include plans nor permits unless otherwise noted.

ESTIMATED BY: Thomas R. Blood, President

DATE ACCEPTED: _____ BY _____

CONTRACT SERVICES AGREEMENT

This CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into as of July 18, 2006 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Horst K Electric, a sole proprietorship ("CONTRACTOR").

RECITALS:

- A. CITY wishes to retain the services of an experienced and qualified CONTRACTOR to provide all labor, materials, equipment, tools and incidentals to replace 49 light fixtures with energy efficient lighting for the Benstead Plunge Building per the City specifications.
- 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, 2006.
- 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 \$10,689.51 ("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:

Horst Kelterborn
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 Horst K. Electric
 1637 W. Pacific Coast Hwy
 Harbor City, CA 90710-2627

Fax: 310-534-4795

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

Horst K. Electric
a sole proprietorship

Frank Scotto, Mayor

By: _____
Horst Kelterborn
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]



FEATURES & SPECIFICATIONS

INTENDED USE

Surface or stem-mounted lensed fixture for general illumination in commercial offices and retail applications.

CONSTRUCTION

Metal parts are die-formed from code gauge steel. No asbestos is used in this product. Standard door is fully gasketed flush steel with sturdy tee hinges and opposing, rotary-action cam latches. Optional flush or regressed aluminum doors available. Smooth side panels and square corners for modular appearance.

FINISH

Five-stage iron-phosphate pretreatment ensures superior paint adhesion and rust resistance. Painted parts finished with high-gloss, baked white enamel.

OPTICAL SYSTEM

Diffuser is 100% virgin acrylic.

ELECTRICAL SYSTEM

Thermally protected, resetting, Class P, HPF, non-PGB, UL listed, CSA Certified ballast is standard. Sound rated A. Standard combinations are CBM approved and conform to UL 935.

Fixture is suitable for damp locations. AWM, TRN or THHN wire used throughout, rated for required temperatures.

INSTALLATION

For surface or stem mounting, unit or row installation. Minimum four stems required for unit mounting. For row mounting, minimum number of hangers required equal two times the number of fixtures plus two additional hangers.

LISTING

120V, 277V and MVOLT are UL Listed and CSA Certified (standard). 347V is CSA Certified (see Options).

WARRANTY

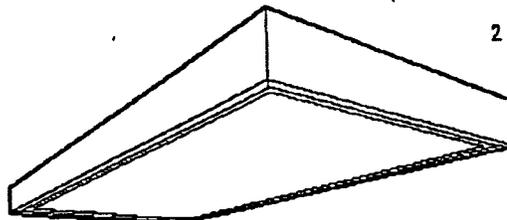
Guaranteed for one year against mechanical defects in manufacture.

Catalog Number	
Notes	Type

Modular Commercial

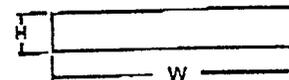
M 2x4

2 or 4 lamps



Specifications

Length: 48" (1220)
Width: 24" (610)
Height: 3-3/4" (95)



All dimensions are inches (millimeters). Specifications subject to change without notice.

49 Light fixtures

ORDERING INFORMATION

Choose the boldface catalog nomenclature that best suits your needs and write it on the appropriate line. Order accessories as separate catalog number.

Example: ZM 2 32 RW A19 120 GEB

2M	3	32	FW	A12125	120	GEB101S
Series		Lamp Type	Frame Type	Diffuser	Voltage	Options
2M		32 32W T8 (48") 40 40W T12 (48")	(blank) White (flush steel) FN Natural (flush aluminum) FM Matte black (flush aluminum) FW White (flush aluminum) RN Natural (regressed aluminum) RM Matte black (regressed aluminum) RW White (regressed aluminum)	A12 #12 pattern acrylic A12125 #12 pattern acrylic, .125" thick A19 #19 pattern acrylic, .158" thick K20 #20 pattern acrylic, .140" thick IM Injection-molded acrylic, .150" thick PC1S Parabolic plastic cube louver, specular silver	120 277 347 MVOLT! <i>Others available.</i>	Shipped installed in fixture 1/3 One 3-lamp ballast 1/4 One 4-lamp ballast ES Energy-saving ballast (40W lamps only) GEB Electronic ballast, <10% THD GEB101S T8 electronic ballast, <10% THD, instant start GEB101RS T8 electronic ballast, <10% THD, rapid start EL Emergency battery pack (nominal 300 lumens. See Life Safety Section) GLR Internal fast-blow fusing GMF Internal slow-blow fusing RIF1 Radio interference filter (1 per fixture) PSP Luminous plastic side panels (2-lamp models only) SLL Spring-loaded latch CSA CSA Certified (347V only) NOM NOM Certified
Lamps						
2, 4						
<i>Not included.</i>						
Accessories						
<i>Order as separate catalog number.</i>						
SQ Swivel stem hanger (specify length in 2" increments).						
1B Ceiling spacer (1-1/2" to 2-1/2" from ceiling).						

NOTES:
1 Electronic ballast 120-277V only. Must specify GEB101S.

Fluorescent

Sheet #: M-2x4

WRAP-310

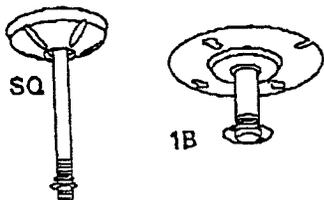
You will be required to pull a permit and pass inspection.

M 2x4 Modular Commercial

MOUNTING DATA

For unit or row installation. Surface or stem mounting.

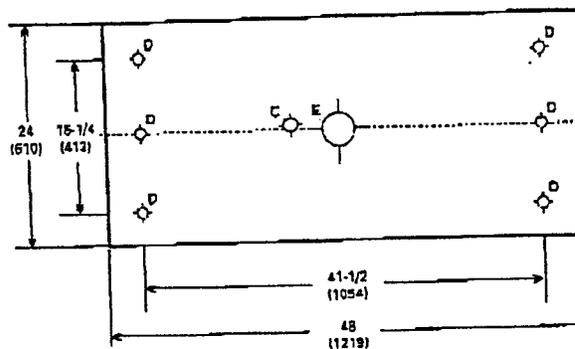
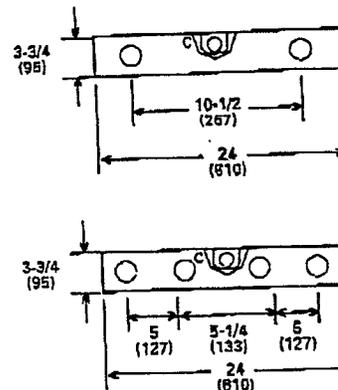
- UNIT INSTALLATION — Minimum of four hangers required.
- ROW INSTALLATION — Two hangers per fixture plus two per row required.



C = 7/8 (2.22) Dia. K.O.
 D = 11/16 (1.74) Dia. K.O.
 E = 2 (5.08) Dia. K.O.

DIMENSIONS

All dimensions are inches (millimeters). Specifications subject to change without notice.



Energy (Calculated in accordance with NEMA standard LE-5)

LER.FW	ANNUAL ENERGY COST*	LAMP DESCRIPTION	LAMP LUMENS	BALLAST FACTOR	WATTS
80	\$4.00	(2) 32W T8	2850	.82	116

*Calculated in accordance with NEMA Standards LE-5.

PHOTOMETRICS

Calculated using the zonal cavity method in accordance with IESNA LM41 procedure. Floor reflectances are 20%. Lamp configurations shown are typical. All data based on 25°C. Full photometric data on these and other configurations available upon request.

ZM 432 A12

Report LTL 5579 — Lumens per lamp = 2900

S/MH (along) 1.2 (across) 1.4

Coefficient of Utilization

Ceiling Wall	80%			70%			50%		
	70%	50%	30%	70%	50%	30%	50%	30%	10%
0	79	79	79	77	77	77	74	74	74
1	73	70	68	71	69	66	66	64	62
2	67	62	58	65	61	57	59	56	53
3	62	56	51	60	55	50	53	49	46
4	57	50	45	58	49	44	47	43	40
5	52	44	39	51	44	38	42	38	34
6	48	40	34	47	39	34	38	33	30
7	45	36	30	43	35	30	34	30	26
8	41	32	27	40	32	28	31	26	23
9	38	29	23	37	28	23	28	23	20
10	35	26	21	34	26	21	25	21	17

Zonal Lumens Summary

Zone	Lumens	%Lamp	%Fixture
0-30	2304	19.9	30.0
0-40	3811	32.9	49.6
0-60	6473	55.8	84.3
0-90	7881	66.2	100.0
90-180	0	0.0	0.0
0-180	7681	66.2	100.0

ZM 440 A12

Report ITL 18221 — Lumens per lamp = 3200

S/MH (along) 1.2 (across) 1.3

Coefficient of Utilization

Ceiling Wall	80%			70%			50%		
	70%	50%	30%	70%	50%	30%	50%	30%	10%
0	79	79	79	77	77	77	74	74	74
1	73	70	68	71	69	67	66	64	63
2	67	63	59	66	62	59	60	57	55
3	63	57	53	61	56	52	54	51	48
4	58	51	47	57	51	48	49	45	42
5	54	46	41	52	45	41	44	40	37
6	50	42	37	49	41	36	40	36	33
7	46	38	33	45	37	33	37	32	29
8	42	34	29	41	34	29	33	28	25
9	39	31	26	38	30	25	30	25	22
10	36	28	23	35	28	23	27	23	20

Zonal Lumens Summary

Zone	Lumens	%Lamp	%Fixture
0-30	2914	22.8	34.8
0-40	4813	37.5	57.5
0-60	7502	58.8	89.7
0-90	8367	65.4	100.0
90-180	0	0.0	0.0
0-180	8367	65.4	100.0

ZM 240 A12

Report ITL 18222 — Lumens per lamp = 3200

S/MH (along) 1.2 (across) 1.4

Coefficient of Utilization

Ceiling Wall	80%			70%			50%		
	70%	50%	30%	70%	50%	30%	50%	30%	10%
0	85	85	85	84	84	84	80	80	80
1	81	78	76	79	78	74	73	72	70
2	75	70	68	73	69	65	66	63	61
3	70	63	58	68	62	58	60	56	53
4	65	57	52	63	56	51	55	50	47
5	60	51	46	58	51	45	49	44	41
6	55	47	41	54	46	40	45	40	36
7	51	42	36	50	42	36	40	36	32
8	47	38	32	46	37	32	36	31	28
9	43	34	28	42	34	28	33	28	24
10	40	31	25	39	31	25	30	25	22

Zonal Lumens Summary

Zone	Lumens	%Lamp	%Fixture
0-30	1597	25.0	34.3
0-40	2687	41.7	57.2
0-60	4176	65.3	89.8
0-90	4658	72.8	100.0
90-180	0	0.0	0.0
0-180	4658	72.8	100.0



An Acuity Brands Company

Lithonia Lighting
 Acuity Lighting Group, Inc.

Fluorescent
 One Lithonia Way, Conyers, GA 30012
 Phone: 770-922-9000, 800-858-7763, Fax: 770-929-8789
 www.lithonia.com

EXHIBIT B
COMPENSATION SCHEDULE
[To be attached]

Licensed and Insured
Since 1982.
License #657617

Horst K Electric

1637 W. Pacific Coast Highway
Harbor City, California 90710-2627
310 534-4911/310 534-4795 Fax
Federal ID #33-0002594

PROPOSAL

Date	Proposal #
5/19/2006	1565

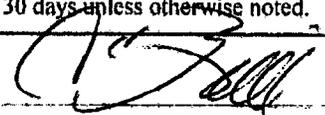
Name / Address
City of Torrance.
20500 Madrona Ave
Torrance, CA 90503
Attn: ROD STEFFLER

Description	Qty	Rate	Total
****REVISED 06/02/06****			
Job Site: 3331 Torrance Blvd Torrance, CA			
-Disconnect and remove forty-nine (49) existing ceiling fixtures	49	20.00	980.00
-Purchase amount for forty-nine (49) Lithonia 2 x 4 , 3-lamp, single ballast electronic ceiling fixtures. per city specs	49	109.00	5,341.00
-Sales tax on purchase price of fixtures	49	8.99	440.51
-Installation of forty-nine (49) fixtures	49	72.00	3,528.00
-Permit fees and taking care of inspection		400.00	400.00
TOTAL Labor & Material:			10,689.51

Total \$10,689.51

"ARBITRATION OF DISPUTES
Any controversy or claim arising out of or relating to this contract or the breach thereof shall be settled by arbitration in accordance with the Uniform Rules for Better Business Bureau Arbitration, and the judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof."

ACCEPTANCE OF PROPOSAL.
The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Any alterations or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. Prices are good for 30 days unless otherwise noted.

Signature 

Date 06/02/06

Signature _____