

Council Meeting of
July 15, 2008

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

Members of the Council:

SUBJECT: General Services- Award Contract for the refurbishment of the Torrance Airport Hangar 2735 A.

Expenditure: \$27,844.

RECOMMENDATION

Recommendation of the General Services Director that City Council award a contract with Action Contractors, Inc. for \$26,518 with a 5% contingency of \$1,326 for the refurbishment of the Torrance Airport Hangar 2735-A (FEAP #671).

Funding

Funding is available in FEAP 671- Improvements ½ T-Hangar

BACKGROUND/ANALYSIS

The Civil Air Patrol (CAP) is an auxiliary of the United States Air Force and has been a long standing tenant at the airport. The CAP provides service to the Torrance Community through air search and rescue for lost aircraft and persons, as well as being available to Civil Defense in case of emergency or disaster. There continues to be a need for their service and presence at the Torrance Airport.

However, due to the next phase of the Torrance Flite Park (TFP) development, the current building which houses the Civil Air Patrol needed to be demolished. An East T-hangar, the former site of the Tomahawk project, with approximately 1469 square feet of room was chosen as the new site for the Civil Air Patrol with some improvements. The improvements include new windows and door, mechanical ventilation, lighting and electrical modifications, new stair railing, wall repair, insulation, flooring, and painting. Your honorable body agreed and on May 6, 2008 approved the project with a budget of \$35,000.

Staff wrote the job specifications, held a job walk and received the following bids on June 13th, 2008.

Action Contractors, Inc.	\$	26,518
DCL Construction	\$	35,599
Elite Construction Group	\$	36,650

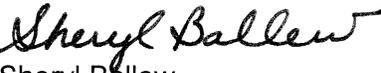
Staff has worked with Action Contractors, Inc. in past projects and is satisfied with the level of performance. Therefore, the General Services Director recommends that City Council award a contract with Action Contractors, Inc. for \$26,518 with a 5% contingency of \$1,326 for the refurbishment of the Torrance Airport Hangar 2735-A (FEAP #671).

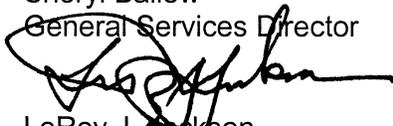
Respectfully submitted,

Sheryl Ballew
General Services Director

By 
Diane Megerdichian
Business Manager

CONCUR:


Sheryl Ballew
General Services Director


LeRoy J. Jackson
City Manager

Attachment A: Action Contractors Inc. Contract
Attachment B: Project Approval Council Item - May 6, 2008

CONTRACT SERVICES AGREEMENT

This CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into as of July 15, 2008 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Action Contractors 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 the Torrance Airport Hangar 2735 A Refurbishment per the specifications prepared by the City of Torrance.
- B. CONTRACTOR represents that it is qualified to perform those services.

AGREEMENT:

1. SERVICES TO BE PERFORMED BY CONTRACTOR

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

2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through December 31, 2008.

3. COMPENSATION

A. CONTRACTOR's Fee.

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with the Compensation Schedule attached as Exhibit B, provided, however, that in no event will the total amount of money paid the CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of \$ 26,518 ("Agreement Sum"), unless otherwise first approved in writing by CITY.

B. Schedule of Payment.

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

4. TERMINATION OF AGREEMENT

A. Termination by CITY for Convenience.

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

B. Termination for Cause.

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

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

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

C. Termination for Breach of Law.

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

5. FORCE MAJEURE

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

6. RETENTION OF FUNDS

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

7. CITY REPRESENTATIVE

Tom Kelly, project coordinator 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:

Dennis Moreau
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	Action Contractors Inc. 17111 S. Broadway Gardena, CA 90248 Fax: 310-515-3806
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CITY:	City Clerk City of Torrance 3031 Torrance Boulevard Torrance, CA 90509-2970 Fax: (310) 618-2931
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- 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

Action Contractors Inc.
a California Corporation

Frank Scotto, Mayor

By: _____
Dennis Moreau
President

ATTEST:

Sue Herbers
City Clerk

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

By: _____

Attachments:	Exhibit A	Scope of Services
	Exhibit B	Compensation Schedule

Revised: 1/30/01

EXHIBIT A
SCOPE OF SERVICES
[To be attached]

**City of Torrance
General Bid Specifications for
Hangar Refurbishment
Civil Air Patrol**

Scope of Work: Refurbish an existing ½ Hangar space to accommodate the relocation of the local Wing of the Civil Air Patrol. Work includes: Demolition, windows, door replacement, railing upgrade, mechanical ventilation, electrical and lighting modifications, insulation, wall repair, floor covering, painting.

Job Walk Information:

When: **Tuesday, June 3, 2008 at 10:00 a.m.**

Where: **Torrance Airport General Aviation Center
3301 Airport Drive, Torrance, CA 90505**

Job Timeline: From receipt of the Notice to Proceed, the project will be completed within sixty (60) calendar days. The sixty (60) calendar day schedule includes submittal review, lead time for materials and on site work. Actual on-site work will be no more than thirty (30) calendar days.

The bid proposal must include the following on company letterhead:

1. Total cost of project.
2. Any exclusion to the bid.
3. Lead time for materials.
4. List of subcontractors (if applicable), including Name, address, phone number and contractors' license number.

Bids are due by 5:00 PM on Friday, June 13, 2008

You may fax the bid proposal to 310-781-7199.

Followed by a hard copy by mail to:

General Services Department
3350 Civic Center Drive
Torrance, CA 90503
Attn: Diane Megerdichian

If you have further technical questions, contact Tom Kelly at 310-953-1355

If you have further bidding questions, contact Diane Megerdichian at 310-781-7151

Before the start of the job, contractor must provide the City a written schedule of work.

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

Specifications

Demolition:

Demolish and dispose approximately 30' of mezzanine along the South wall. Remove and dispose (6) steel tube columns. Remove leveling grout. Cut bolts and grind flush to adjacent floor.

Remove and dispose of all abandoned conduits, compressed air lines, electrical fixtures, cabling, and wiring throughout the hangar.

Remove and dispose of (5) single tube fluorescent fixtures on the South wall just below the top framing member.

Remove and dispose of existing stair rail.

Remove and dispose of carpet and pad in the mezzanine office area.

Windows:

Install (2) 4'0" x 3'0" fixed aluminum framed windows for natural light along the South wall, evenly spaced, at a height of 12'-1" to the top of the window.

Install (1) 3'0" x 3'0" sliding aluminum framed window in place of A/C bracket/casing in mezzanine office.

Windows are to be designed for metal building application. Manufacturer: Cannonball HNP or equal.

Framing as required for windows shall be done with metal matching thickness, width, and type as existing wall girts.

Door replacement:

Modify existing opening to accept a new steel door. Door measurement should match opening, approximately 3'0" x 7'3" x 1-3/4". Door shall be equipped with latch set and deadbolt. Door shall be hinged similar to existing using heavy duty continuous hinge made of stainless steel.

Deadbolt/latch Manufacturer:

Schlage

S200 Series

S210PD F95

626 (brushed stainless) finish

Provide top rain cap and bottom drip edge flashing at exterior door.

Railing:

Remove existing stair rail. Install pipe rail at stair rail and guard rail. Rails shall be constructed to meet the provisions of Chapter 10 of the 2007 California Building Code. Rail shall be fabricated from 1-3/8" iron pipe, welded. Vertical supports shall be max. 7'-0" apart. (2) intermediate parallel rails shall be evenly spaced with the bottom rail being a maximum 4' from stair nosing or finished floor. A 1/4" x 3-1/2" x 3- 1/2" steel plate shall be welded to the bottom of each vertical support. The railing shall be attached to the stair/floor with (4) 3/8" x 3" lag screws. Provide blocking as required under stairs and floor for lag screws.

Mechanical ventilation:

Provide and install all equipment and electrical connections necessary initiate a minimum 7 air changes per hour in the space. This may include but not be limited to an exhaust fan, fresh air vent, etc.

Electrical and lighting modifications:

All wiring shall be in EMT. Replace any BX cable with EMT and internal conductors. Rewire any circuitry to remaining switches, fixtures, outlets that were affected by demolition.

Provide and install (2) pendant or chain mounted fluorescent fixtures @ 9'-0" a.f.f. evenly spaced to provide lighting in the area where the portion of the mezzanine was removed.

Product: Lithonia Industrial Fluorescent TAF 10 432 MVOLT 1/4 GEB WGAF

Insulation:

White vinyl faced fiber glass blankets are to be placed in between the metal roof purlins and held in place by steel strapping (banding) screwed to the bottom of the purlin. Use 6 inch thick fiberglass insulation with a value of R-19. Insulation is to be installed at roof only.

Wall Repair:

Repair and patch all drywall covered walls. Match adjacent surfaces.

Fill and make weatherproof all holes in exterior walls.

Provide flashing or channel cover over sheet metal screw ends where the exterior wall meets the CMU wall.

Floor covering:

Install Vinyl Composition Tile (VCT) in mezzanine office area.

Manufacturer – Armstrong Standard EXCELON Imperial Texture
12" x 12" x 1/8" marbleized. Color 51899 Cool White.

Floor preparation and tile installation shall be per manufacturer's specifications.

Install rubber base at all drywall covered walls, replacing existing with new.

Manufacturer – Burke Color – Black/Dark Brown.

Plywood mezzanine floor to be swept clean and damp mopped.

Concrete floor to be pressure washed.

Painting:

All interior surfaces except ceiling and intermediate truss shall be painted. Painted surfaces shall receive a minimum 1 coat of primer and 2 coats of color. All primers and paints shall be appropriate to the surface being painted. Provide eggshell finish on drywall covered walls and semi-gloss on all other surfaces.

Color – Dunn-Edwards “Pearl White”

Exterior surfaces shall be painted to match existing.

ADDENDUM #1

**CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503**

BID NO. Informal

Bid for the Refurbishment of Torrance Airport Hangar 2735 A

ADDENDUM # 1

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

Bid Opening remains unchanged: **Friday, June 13, 2008** by 5:00 PM to this office either by email or fax.

- Correction: Bottom rail of stair railing/guardrail shall be a maximum 4" (four inches) above the stair tread nosing or finished floor
- Clarify: Rubber base to be installed inside and out side of the mezzanine office, along the stairwell wall, and along the north wall of the hangar covered in drywall.
- Add: Finished railing to be coated with Red Oxide Primer and Glossy Black exterior paint for metal surfaces.
- Clarify: Window Manufacturer cited was for window type reference. Equal product may be substituted pending Owner approval. Window finish to be brushed aluminum

June 10, 2008

Please return this addendum with your bid proposal.

I hereby acknowledge receipt of this addendum.

Action Contractors, Inc. 

Name of Company

17111 S. Broadway

Address

Gardena, CA 90248

City State Zip Code

EXHIBIT B
COMPENSATION SCHEDULE

[To be attached]

**EXHIBIT B-1
Compensation Schedule**

Upon completion and acceptance by the City of Torrance, the contractor will be paid \$26,518.

Exclusions to the bid: plans, engineering and permit fees.

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

Members of the City Council:

**SUBJECT: City Manager – Approve use of East T ½ Hangar for meetings and training.
Expenditure: \$35,000.**

RECOMMENDATION

Recommendation of the City Manager that the City Council:

- 1) Approve the use of a half size hangar 2735-A, located in the City-owned East T-Hangar area, for use by the Civil Air Patrol for meetings and training of their squadron; and
- 2) Appropriate \$35,000 from the Airport Fund for improvements to the unit.

Funding

Funding is required from the Airport Fund in the amount of \$35,000.

BACKGROUND/ANALYSIS

The Civil Air Patrol (CAP) is an auxiliary of the United States Air Force and has been a long standing tenant at the airport. The CAP provides service to the Torrance Community through air search and rescue for lost aircraft and persons, as well as being available to Civil Defense in case of emergency or disaster. There continues to be a need for their service and presence at Zamperini Field.

The CAP entered into a month-to-month Lease in September of 1972. The Lease gave them a facility for office purposes including the conducting of training, air search and rescue activities, meetings and the storage of four aircraft on premises. The current CAP Leasehold is located on the next phase of the Torrance Flite Park (TFP) development. In order to deliver the parcel free and clear of structures by August 31, 2008, the month-to-month tenancy must be terminated and the structure demolished. The CAP wishes to continue their service to Torrance and to do so, another facility needs to be made available.

There is an area located in the East T Hangar development that is not large enough to store an aircraft. The location size is approximately 1469 square feet. The facility was utilized at one time for the Tomahawk project. The facility can be utilized by the CAP with some improvements. The improvements for the site would include:

- Add 2 windows
- Add safety railing
- Replace entrance door
- Add mechanical ventilation
- Modify conduit to meet code
- Modify fluorescent lights (not high ceiling)
- Add ceiling insulation
- Miscellaneous demolition

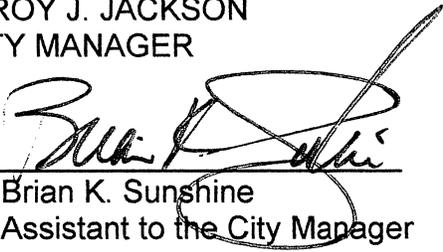
These additions would make the facility usable by the CAP. The site does not include tie downs, a new Lease will come forward with the CAP that would address this site as well as include 2 tie downs. The Lease is for \$45.00 per month with a credit equal to one-third the Lease amount for each Civil Air Patrol corporate aircraft based at Zamperini Field. The CAP currently has one aircraft based in Torrance so their rent is \$32.38 per month, the Lease that is coming forward would propose the same terms as a means to keep the relationship with the CAP and allow for their operations to continue at Zamperini Field.

Upon approval, the project will go to bid and the improvements will be made. Staff will be working with the CAP to allow for facility use if the improvements are not concluded prior to Lease termination. The termination date is set for July 31, 2008.

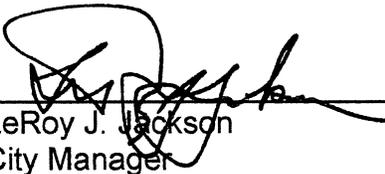
Respectfully submitted,

LeROY J. JACKSON
CITY MANAGER

By


Brian K. Sunshine
Assistant to the City Manager

CONCUR:

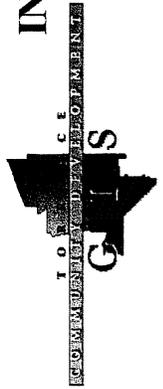

LeRoy J. Jackson
City Manager

Attachment:

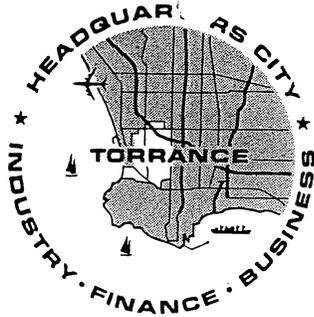
- A. Site map
- B. Lease C-1421



Lines and photos are approximate, not to be used for establishing absolute or relative positions
INTERSECTION OF AIRPORT DR. AND ROLLING HILLS WAY.



Jeffery W. Gibson
Community Development Department



CITY OF TORRANCE
 TORRANCE MUNICIPAL AIRPORT
 (ZAMPERINI FIELD)

3115 AIRPORT DRIVE . TORRANCE, CALIFORNIA
 TELEPHONE (213) 325-0191 90505

LETTER AGREEMENT

This Letter Agreement dated December 4, 1974, when properly executed, contains the whole modified conditions to that certain lease dated September 1, 1972 between the City of Torrance and California Wing Civil Air Patrol, Squadron #129.

The purpose of this Letter Agreement shall be to modify Paragraph 4, "USE" of said lease with respect to the number of stored aircraft permitted for the period of this Letter Agreement only.

The modification accomplished by this Letter Agreement shall permit the storage of five (5) aircraft for the period specified below in place of the maximum four (4) permitted by the lease.

The term of this Letter Agreement shall be for a period of 120 days beginning on the date of execution hereinbelow.

All other terms and conditions of said lease referred to hereinabove shall remain in full force and effect and said lease shall continue in full force and effect after expiration of this Letter Agreement.

Ernest L. Oberheim
 CIVIL AIR PATROL, California Wing,
 Squadron #129

Arthur T. Horkay
 FOR ARTHUR T. HORKAY, Director of
 Transportation, City of Torrance

19 Dec 74
 DATE

December 19, 1974
 DATE

Effective Date: 1-6-75

Expiration Date: 5-5-75

CITY OF TORRANCE

74 DEC 20 PM 3:31

RECEIVED
 CITY CLERK

COPY

AIRPORT LEASE

C-1421

THIS LEASE, made and entered into this 1st day of September 1972, in the City of Torrance, by and between the CITY OF TORRANCE, a municipal corporation, hereinafter referred to as "City," and CALIFORNIA WING CIVIL AIR PATROL, Squadron 129, hereinafter called "Lessee."

1. PREMISES

For and in consideration of the rents, covenants and conditions herein contained, the City does hereby lease to Lessee certain real property, together with the building thereon, located on the Torrance Municipal Airport in the City of Torrance as shown on Exhibit A, bearing Identification No. 374, attached hereto and made a part hereof, which real property is hereinafter referred to as "said leased premises."

2. TERM

The term of this lease shall be month to month, commencing September 1, 1972. This lease may be cancelled by either party on the giving of thirty (30) days' written notice of intent to cancel, said notice to be given in accordance with the provisions of Paragraph 9 herein.

3. RENT

Lessee acknowledges that the rental value of the premises is One Hundred Eighteen Dollars and Fifty-Seven Cents (\$118.57) per month. Lessee presently occupies rent free City Hangar T-13 and adjacent tie-down which City and Lessee mutually agree have a rental value of Forty-five Dollars (\$45.00) and Twenty-five Dollars (\$25.00) per month respectively. Lessee agrees to vacate said T-hangar and tiedown to the City and the City agrees to give Lessee a credit of the sum of Forty-five Dollars (\$45.00) and Twenty-five Dollars (\$25.00) a total of Seventy Dollars (\$70.00) per month against the rent of One Hundred Eighteen Dollars and Fifty-seven Cents (\$118.57) per month for said leased premises.

Original
COPY

Lessee, therefore agrees to pay to City as rent a sum not to exceed Forty-eight Dollars and Fifty-seven Cents (\$48.57) per month on or before the first day of each month and beginning with the first month following the execution of this lease, provided that the first and last months' rent shall be paid in advance and further provided that for each Civil Air Patrol corporate aircraft acquired by Lessee and based on said leased premises, the said monthly rent shall be reduced by one third. In the event Lessee acquires and bases three (3) or more corporate aircraft on said leased premises, no further credits or rental reduction shall be allowed.

4. USE.

Said leased premises shall be used only by Lessee for office purposes, conducting training programs, air search and rescue activities, meetings, storing of four (4) aircraft and parking of vehicles incidental thereto.

5. INDEMNIFICATION AND HOLD HARMLESS.

Lessee, by the acceptance of this lease hereby granted, covenants and agrees to keep and save free and harmless the City of Torrance, the City Council and each member thereof, its officers, agents and/or employees, from all liability or loss and against any and all claims, demands or causes of action which may be asserted, prosecuted or established against them, or any of them, for damage or injury to person or property from any cause arising out of or as a result of any operation of or performance of any function of Lessee in any way connected with or part of the conduct of Lessee's business on the Torrance Municipal Airport, including any liability for injury to the person or property of the City of Torrance, its officers, agents and/or employees on said leased premises only, and only if arising out of negligent conduct of Lessee.

6. INSURANCE.

Lessee agrees that at all times during the term of this Lease they will maintain in force insurance policies which will insure

and indemnify them and the City, the City Council and each member thereof, and every officer and employee of the City against liability or financial loss resulting from any suits, claims or actions brought by any person or persons and from all costs and expenses of litigation brought against the City in the amount of \$1,000,000.00 combined single limit for any injury to persons and/or damage to property in or about said leased premises by reason of the use and occupation by them or by any other person or persons of said premises.

The City, the City Council and each member thereof, and every officer and employee of the City shall be named as additional insured on said insurance policy.

7. MAINTENANCE

The City delivers the premises, including the improvements thereon, to Lessee in an "as is" condition. Lessee will maintain the premises, including the improvements thereon, to the satisfaction of the Airport Manager, at their sole expense.

8. COMPLIANCE CITY LAW

Lessee agrees to comply with all ordinances, rules, laws or regulations of the City of Torrance, the Torrance Municipal Airport, this lease, and any other governmental agency, which are applicable to said premises or the operation of them on said premises; and any deviation from these or any of the above listed conditions shall be cause for immediate cancellation.

9. NOTICE

Any notices hereunder shall be deemed sufficient if sent by certified mail, postage prepaid, to the City Clerk of the City of Torrance at 3031 Torrance Boulevard, Torrance, California 90503, AND the Airport Manager, 3115 Airport Drive, Torrance, California 90505, and notice to Lessee in the same manner shall likewise be sufficient if addressed to Civil Air Patrol, Squadron 129, 25315 Aero Way, Torrance, California 90505, AND California Wing CAP, P. O. Box 6190, Burbank, California 91505, or such other addresses as may be designated by the City or Lessee in writing from time to time.

10. This Lease shall not bind California Wing CAP until approved in writing by the Commander of California Wing, Civil Air Patrol.

IN WITNESS WHEREOF, the parties hereto have entered into this Lease the day and year first above written.

CITY OF TORRANCE
A municipal corporation

By Ken Miller
Mayor

ATTEST:

Vernon W. Fort
City Clerk

CIVIL AIR PATROL
Headquarters California Wing

By Ronald Dixon
Donald Dixon, Col.
Wing Commander

CIVIL AIR PATROL
Squadron 129

By Ernest Oberheim
Ernest Oberheim, Lt.
Squadron Commander

APPROVED AS TO FORM:

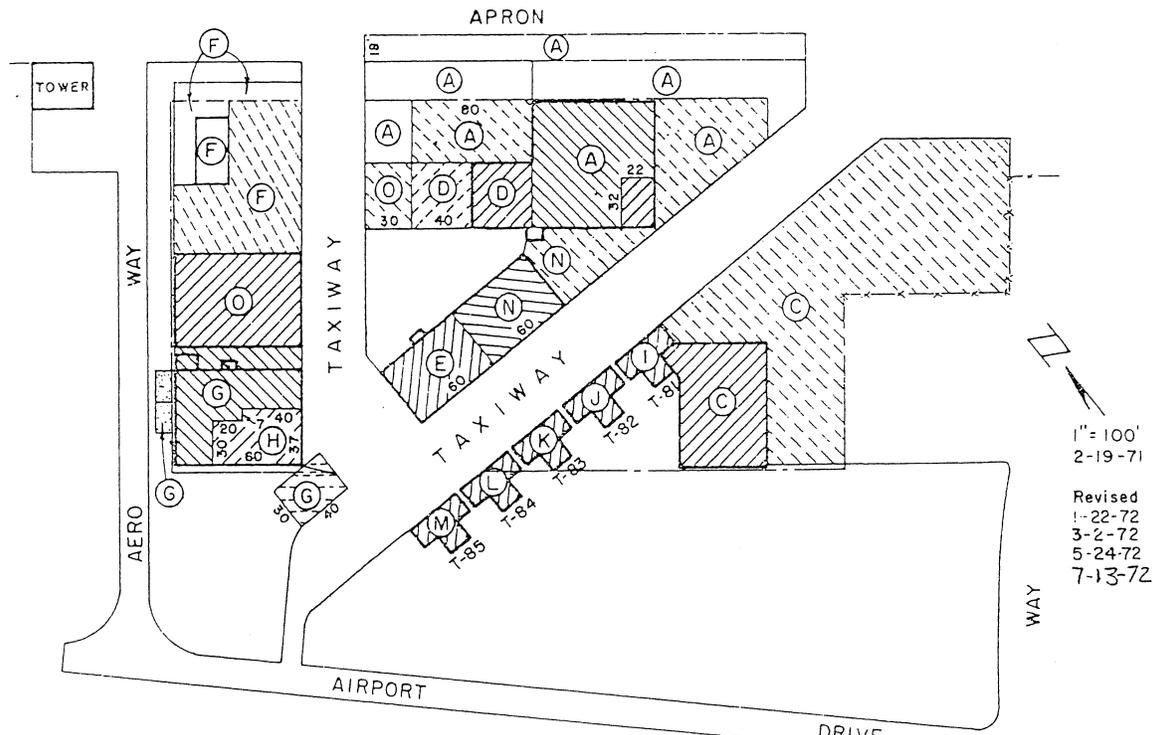
STANLEY E. REMELMEYER
City Attorney

By Stanley E. Remelmeier

APPROVED AS TO FORM:

CALIFORNIA WING CIVIL AIR PATROL

By Albert I. Kaufman
Albert I. Kaufman, Lt. Col.
Legal Officer



1" = 100'
2-19-71
Revised
1-22-72
3-2-72
5-24-72
7-13-72

LEGEND

- HANGAR SITE
- TIEDOWN AREA
- AUTO PARK
- BUILDING
- LEASE LINE, A-32

LESSEES

<u>NAME</u>	<u>BUSINESS</u>	<u>ADDRESS</u>
(A) FRANK LEICHLER	L-P FLYING ENTERPRISES, INC.	25315 BELLANCA WAY
(B)		
(C) CHARLES N. SMITH	SOUTHWEST SKYWAYS	25321 BELLANCA WAY
(D) CURTISS E. OWEN	-	3233 AIRPORT DR.
(E) JOHN M. DAVIDSON	AIRCRAFT UPHOLSTERY AND TRIM	3241 AIRPORT DR.
(F) CIVIL AIR PATROL	-	25320 AERO WAY
(G) SIMON DEVOS	AERO PROPELLOR	3247 AIRPORT DR.
(H) GARTH R. MOORE GREGORY WANZIE	-	3245 AIRPORT DR.
(I) CHARLES N. SMITH	T-81(Part of (C) above)	3239 AIRPORT DR. HANGAR "E"
(J) WAYNE AUSTIN	T-82	3239 AIRPORT DR. HANGAR "D"
(K) RUSSELL LAROSE	T-83	3239 AIRPORT DR. HANGAR "C"
(L) MARY PINKNEY AND MARY R. WENHOLZ	T-84	3239 AIRPORT DR. HANGAR "B"
(M) PAT SCHIFFMANN	T-85	3239 AIRPORT DR. HANGAR "A"
(N) J A COOK	COOK AIRCRAFT CORP.	25317 BELLANCA WAY
(O) JOHN T. DIETZ	PACIFIC SKYWAYS	3243 AIRPORT DR.

PACIFIC COAST
HIGHWAY

IDENTIFICATION NO. 374
 LESSOR CITY OF TORRANCE
 SITE AIRPORT LEASE A-32
 FILED WITH CITY CLERK
 DATE APRIL 1, 1971

 CITY MANAGER

RESOLUTION NO. 72-158

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TORRANCE AUTHORIZING THE EXECUTION OF THAT CERTAIN AIRPORT LEASE BETWEEN THE CITY OF TORRANCE AND CIVIL AIR PATROL, SQUADRON 129, AND DIRECTING THE MAYOR AND CITY CLERK TO EXECUTE SAID AIRPORT LEASE.

WHEREAS, the Civil Air Patrol Squadron 129, an auxiliary of the United States Air Force and a service association of long standing that performs emergency air search and rescue service for lost aircraft and persons and is available to Civil Defense in case of emergency or disaster; and

WHEREAS, the Civil Air Patrol performs security, crowd control and information service during the annual Torrance Airport Days and assists and participates in the Torrance Armed Forces Day Parade annually; and

WHEREAS, the Civil Air Patrol provides a youth training program and performs other community services; and

WHEREAS, the Civil Air Patrol has a real need for office and aircraft space to conduct its search and rescue missions, training programs, hold meetings and store its equipment and aircraft; and

WHEREAS, it is mutually advantageous for the City and the Civil Air Patrol to make an arrangement whereby in exchange for certain services the Civil Air Patrol may occupy certain city-owned facilities; and

WHEREAS, it is in the public interest that such lease be executed; and

WHEREAS, said property is not required for other city purposes;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TORRANCE that the Mayor and City Clerk are hereby authorized and directed to execute and attest that certain Airport Lease, dated _____, 1972, by and between the City of Torrance and

HONORABLE MAYOR AND
MEMBERS OF THE CITY COUNCIL
Torrance, California

VIA: Airport Commission

Gentlemen:

Re: Civil Air Patrol Airport Lease

At the Airport Negotiating Team meeting of December 9, 1971, it was recommended that the City enter into a Lease with the Civil Air Patrol for the use of certain premises on the Torrance Municipal Airport formerly occupied by Marks Aviation.

The Civil Air Patrol has been given temporary use of the building for the purpose of holding meetings pending approval of a lease. A draft of a lease was submitted to the Civil Air Patrol on December 21, 1971 for their review and approval.

There were some problems encountered with this initial draft in that the Counsel for the California Wing of the Civil Air Patrol could not approve some of the wording and intent of the original lease. We have subsequently resolved the difficulties after meetings and discussions between the Civil Air Patrol and the City Attorney. The lease submitted herewith provides for the payment of \$48.57 per month with the proviso that with each owned corporate (Civil Air Patrol) aircraft which is based on the premises, the rent will be reduced by one third. The lease is month-to-month, cancellable on 30 days notice. The Civil Air Patrol agrees to provide insurance in the amount of \$1,000,000 combined single limit and naming the City as "additional insured." Civil Air Patrol will also return the one T-hangar and one tiedown they presently occupy to the City as a credit against the \$118.57 per month rental value of the premises as provided in Paragraph 3 RENT of the lease.

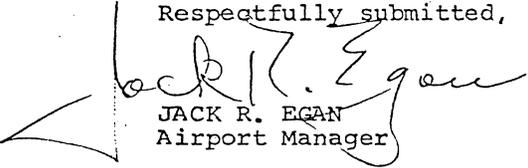
The Airport Department acknowledges the past services provided by Squadron 129 and the Cadet Squadrons of Civil Air Patrol Group 17 to the Airport and the City during Airport Days, Powder Puff Derby, the Armed Forces Day Parade and other events. The sheer tenacity of Civil Air Patrol Search and Rescue Squadron 129 to remain alive for

the past 5 years while operating out of a suitcase is to be admired and commended. The value of such a search and rescue squadron operating from the Torrance Municipal Airport is substantial to the South Bay community, not only in terms of search and rescue but for their emergency transportation and communications potential in the event of a major civil disaster in this area. The Airport Department believes that the Civil Air Patrol and Squadron 129's efforts and value to the community of the greater South Bay area are such that the City of Torrance should encourage and assist their efforts by joining with Squadron 129 and the cadet squadrons and provide them a home on the Torrance Municipal Airport they can call their own.

AIRPORT MANAGER'S RECOMMENDATION:

That the Civil Air Patrol airport lease be approved and the accompanying resolution be adopted, subject to the City Attorney's approval as to form.

Respectfully submitted,


JACK R. EGAN
Airport Manager

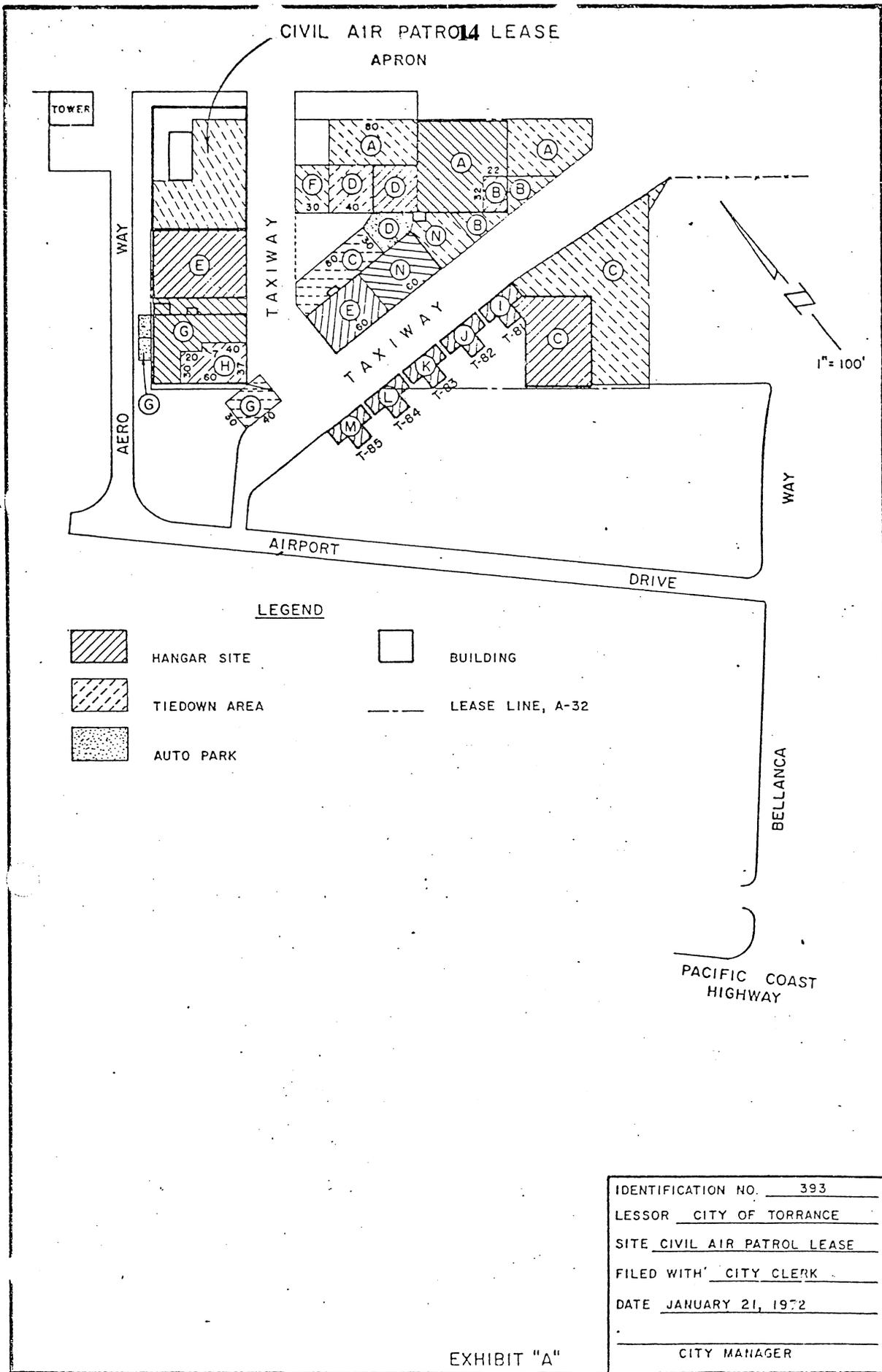
JRE:WJC:kb
Attach.

AIRPORT COMMISSION'S RECOMMENDATION:

At a regular meeting held July 27, 1972 Airport Commission concurred with Airport Manager's recommendation.

NOTED:


EDWARD J. FERRARO
City Manager



LEGEND

-  HANGAR SITE
-  TIEDOWN AREA
-  AUTO PARK
-  BUILDING
-  LEASE LINE, A-32

IDENTIFICATION NO. 393
 LESSOR CITY OF TORRANCE
 SITE CIVIL AIR PATROL LEASE
 FILED WITH CITY CLERK
 DATE JANUARY 21, 1972

 CITY MANAGER

EXHIBIT "A"