Council Meeting of
August 28, 2007

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

SUBJECT: Public Works - Amendment to Agreement C2006-113 with Wheeler Meter Maintenance for Large Meter Testing and Repair. Expenditure: None

RECOMMENDATION

The Public Works Director recommends that the City Council approve an Amendment to Contract Services Agreement C2006-113 with Wheeler Meter Maintenance extending the term through July 1, 2008 for providing testing and repair services for large meters.

Funding

Not applicable.

BACKGROUND AND ANALYSIS

On June 27, 2006, the City Council approved an agreement with Wheeler Meter Maintenance for large meter testing and repair. The original contract term is July 1, 2006 through June 30, 2007 and the current contract balance is $37,775. Robert Wheeler, owner, has agreed to honor the prices and services per Contract C2006-113 through July 1, 2008. The original contract terms should have been extended before the contract expired on July 1, 2007; however, it was an oversight by the Public Works Department.

The proposed Agreement extension through July 1, 2008, would ensure continuity of the needed services and repairs at the same prices.

Respectfully submitted,

ROBERT J. BESTE
Public Works Director

By: Pamela A. Lewis
Administrative Analyst

CONCUR:

Jack van der Linden
Deputy Public Works Director

Robert J. Beste
Public Works Director

LeRoy J. Jackson
City Manager

Attachments: A. Amendment to Agreeement
B. Agreement C2006-113

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ATTACHMENT A

AMENDMENT TO AGREEMENT

Amendment to Agreement ("Amendment") is made and entered into as of July 1, 2007 ("Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY") and Wheeler Meter Maintenance, a sole proprietorship (CONTRACTOR).

RECITALS:

A. CITY and CONTRACTOR entered into an Agreement on July 1, 2006, whereby CONTRACTOR agreed to provide the services and install those materials listed in CONTRACTOR's Proposal submitted in response to the RFP.

B. The CITY is satisfied with the work performed by CONTRACTOR.

AGREEMENT:

1. Paragraph 2, entitled TERM, is amended in its entirety to read as follows:
   "**2. TERM**
   Unless earlier terminated in accordance Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through July 1, 2008.

2. In all other respects, the Agreement entered into as of July 1, 2006, between CITY and CONTRACTOR, is ratified and reaffirmed and is in full force and effect.

CITY OF TORRANCE,
A municipal corporation

_____
Frank Scotto, Mayor

Wheeler Meter Maintenance
A sole proprietorship

By:_____
Robert T. Wheeler, Owner

ATTEST:

_____
Sue Herbers
City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By:_____

ATTACHMENT B

CONTRACT SERVICES AGREEMENT

This CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into as of July 1, 2006 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Wheeler Meter Maintenance, a sole proprietorship ("CONTRACTOR").

RECITALS:

A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to conduct large meter evaluation, testing, repair and related services..

B. In order to obtain the desired services, The CITY has circulated its Request for Proposal for Large Meter Testing and Repair, RFP No. B2006-19. (the "RFP").

C. CONTRACTOR has submitted a Proposal (the "Proposal") in response to the RFP. In its Proposal CONTRACTOR represents that it is qualified to perform those services requested in the RFP. Based upon its review of all proposals submitted in response to the RFP, The CITY is willing to award the contract to CONTRACTOR.

C2006-113

AGREEMENT:

1. **SERVICES TO BE PERFORMED BY CONTRACTOR**
CONTRACTOR will provide the services and install those materials listed in CONTRACTOR's Proposal submitted in response to the RFP. A copy of the RFP is attached as Exhibit A. A copy of the Proposal is attached as Exhibit B.

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

3. **COMPENSATION**
   A. CONTRACTOR's Fee.

   For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with the compensation schedule set forth in the Proposal; provided, however, that in no event will the total

COPY

amount of money paid the CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of $64,700 ("Agreement Sum"), unless otherwise first approved in writing by the 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 monthly, within 30 days after the date of the monthly 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 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.

1. 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 controls, 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 the 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 the CITY for any losses, costs, liabilities, or damages suffered by the CITY, and all amounts for which the 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, the 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 the CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONTRACTOR to insure, indemnify, and protect the CITY as elsewhere provided in this Agreement.

7. **THE CITY'S REPRESENTATIVE**

Alan Berndt 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 the 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:

Robert T. Wheeler, Owner

9. **INDEPENDENT CONTRACTOR**
The CONTRACTOR is, and at all times will remain as to the CITY, a wholly independent contractor. Neither the 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 the 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 the CITY of that fact and may not proceed except at CONTRACTOR's risk until written instructions are received from the 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 the CITY, except those losses or damages as may be caused by the 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 the 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 the 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 THE CITY'S OFFICERS AND EMPLOYEES

No officer or employee of the 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, $1,000,000 per occurrence; and

(b) Primary Property Damage of at least $250,000 per occurrence; or

(c) Combined single limits of $1,000,000 per occurrence.

(2) General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least $1,000,000 per occurrence.

(3) Workers' Compensation with limits as required by the State of California and Employer's Liability with limits of at least $1,000,000.

B. The insurance provided by CONTRACTOR will be primary and non-contributory.

C. CITY, 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 the 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 the CITY, the CONTRACTOR agrees that the minimum limits of any insurance policies and/or the performance bond 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 the 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.

Addresses for purpose of giving notice are as follows:

CONSULTANT: Wheeler Meter Maintenance
3100 Brownbirds Nest Drive
Henderson, NV 89052

Fax: 702-361-8496

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 the CITY or CONTRACTOR without the prior written consent of the other.

22. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of the 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 set forth 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

Dan Walker, Mayor

Wheeler Meter Maintenance
A sole propriertorship

By: Robert T. Wheeler

Robert T. Wheeler, Owner

ATTEST:

Sue Herbers
City Clerk

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

By: Patricia Streeter

Attachments: Exhibit A Scope of Services / Compensation Schedule

Revised: 1/30/01

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

EXHIBIT A

RFP NO. B2006-19

Request for Proposal (RFP) for Large Meter Testing and Repair

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PROPOSAL SUBMITTAL INFORMATION

PLACE: CITY OF TORRANCE
Office of the City Clerk
3031 Torrance Blvd.
Torrance, CA 90503

DEADLINE: 2:00 PM

DATE: Thursday June 8, 2006

BID DEADLINE
2:00 P.M.
IN CITY CLERK'S OFFICE
ON BID OPENING DAY

The ***ORIGINAL, PLUS TWO (2) COPIES*** of the PROPOSAL must be submitted in a sealed envelope and marked with the RFP number and title

PROPOSALS MAY BE MAILED OR HAND DELIVERED. NO FAXED PROPOSALS WILL BE ACCEPTED. LATE PROPOSALS WILL NOT BE ACCEPTED. Proposals will be opened and publicly read aloud at 2:15 P.M. on the same date in the Council Chambers, Torrance City Hall.

All responses must include the following components:

- Proposer's Response (Section III of this document). You must submit your response on the forms provided. (If additional space is required, please attach additional pages.)
- Proposer's Affidavit (Attachment 1)
- Financial Statement (Attachment 2)
- **Upon award of contract, proof of Insurance and applicable bonds, as indicated in this RFP, must be submitted to the City Clerk.**

Any questions regarding this proposal should be directed to:

Charles Schaich
Public Works Department
Water Section
(310) 781-6900
Email-Cschaich@torrnet.com

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

RFP NO. B2006-19

Request for Proposal (RFP) for Large Meter Testing and Repair

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SECTION I RFP INSTRUCTIONS AND INFORMATION

Notice is hereby given that sealed proposals will be received in the office of the City Clerk, City Hall, 3031 Torrance Boulevard, Torrance, CA, until 2:00 p.m. on Thursday June 8, 2006, and will be opened and publicly read aloud at 2:15 p.m. on the same date in the Council Chambers, Torrance City Hall. You are invited to be present at the opening of proposals. An original and two copies of each proposal must re submitted in a sealed envelope and clearly marked: "PROPOSAL FOR LARGE METER TESTING AND REPAIR, RFP B2006-19".

Proposal Form:

The proposal must be made on the form provided for that purpose, enclosed in a sealed envelope, and marked "Proposal for Large Meter Testing and Repair, RFP B2006-19" and addressed to the City Clerk, City of Torrance, 3031 Torrance CA. 90503. If the proposal is made by an individual, it must be signed by that individual, and an address, telephone (and fax number if available) must be given. If made by a business entity, it must be signed by the person(s) authorized to execute agreements and bind the entity to contracts. A full business address, telephone (and fax number if available) must be given. No telegraphic, fax or telephonic proposal will be considered.

Blank spaces in the proposal form must be filled in, using ink, indelible pencil, or typewriter, and the text of the proposal form must not be changed. No additions to the form may be made. Any unauthorized conditions, limitations, or provisos attached to a proposal will render it informal and may cause its rejection. Alterations by erasure or interlineations must be explained or noted in the proposal form over the signature of the Proposer.

Reservation:

The City reserves the right to revise or amend these specifications prior to the date set for opening proposals. Revisions and amendments, if any, will be announced by an addendum to this RFP. If the revisions require additional time to enable Proposers to respond, the City may postpone the opening date accordingly. In such case, the addendum will include an announcement of the new opening date.

All addenda must be attached to the proposal. Failure to attach any addendum may render the proposal non-responsive and cause it to be rejected.

The City Council reserves the right to reject any and all proposals received, to take all proposals under advisement for a period not to exceed ninety (90) days after the date of the opening, to waive any informality on any proposal, and to be the sole judge of the relative merits of the material and or service mentioned in the respective proposals received. The City reserves the right to reject any proposal not accompanied with all data or information required.

This Request for Proposal (RFP) does not commit the City to award a contract or to pay any cost incurred in the preparation of a proposal. All responses to this RFP document become the property of the City of Torrance.

Affidavit:

An affidavit form is enclosed. It must be completed signifying that the proposal is genuine and not collusive or made in the interest or on behalf of any person not named in the proposal, that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a sham proposal or any other person, firm, or corporation to refrain from proposing, and that the Proposer has not in any manner sought by collusion to secure for itself an advantage over any other Proposer. Any proposal submitted without an affidavit or in violation of this requirement will be rejected.

The Contract:

The Proposer to whom the award is made will be required to enter into a written contract with the City of Torrance, in the form attached. A copy of this RFP will be attached to and become a part of the contract.

Standards for Evaluation of Proposals:

The City staff will use the following priorities, including pricing, in determining which proposal best meets the needs of the City. The City will be the sole determiner of suitability of the City's needs.

Proposals will be rated according to their completeness and understanding of the City's needs, total costs of proposal, conformance to the requirements of the technical specifications, prior experience with comparable projects, financial capabilities, ability to meet schedule, qualifications of personnel, references from other agencies, demonstrated procedures for ensuring safety at the work site, level of service and total cost.

Delivery:

Inside Delivery Required. It is the responsibility of the Proposer to provide all equipment and labor necessary to unload the shipment as directed by the City of Torrance. The City may refuse shipment if delivery does not comply with this requirement. All deliveries of such items to be furnished must be made to job sites or City warehouse within the boundaries of the City of Torrance.

Prices proposed are to be FOB Destination, delivered to the City of Torrance, Torrance, CA 90503

Errors and Omissions:

The proposer will not be allowed to take advantage of any errors and/or omissions in these specifications or in the Proposer's specifications submitted with its proposal. Full instruction will always be given when errors or omissions are discovered.

Registration of Contractors:

If the proposal calls for work to be performed by a Contractor, the Contractor must be licensed in accordance with the provisions of Chapter 9, Division III of the Business and Professional Code, of the State of California.

Permits and Licenses:

The Proposer will procure all permits and licenses (including City of Torrance business license), pay all required charges and fees. For business license information, contact the City of Torrance Business License Office at (310) 618-5828.

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

RFP NO. RFP B2006-19

Request for Proposal (RFP) for Large Meter Testing and Repair

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SECTION II TECHNICAL REQUIREMENTS

Introduction:

The following technical requirements describe the services to be provided: large meter testing, water meter calibration, and water meter servicing, repair, maintenance and refurbishment.

This RFP is intended to be as descriptive as possible. However, Proposers may not take advantage of omissions or oversights in this document. Proposers must supply products and services that meet or exceed the requirements of this RPF. In the event of a dispute over installation or performance, the needs of the City of Torrance will govern.

General Requirements:

The City of Torrance is situated on the western side of Los Angeles County, bordered by the Palos Verdes Peninsula on the south, the Cities of Redondo Beach and Gardena on the north, the Cities of Lomita on the east and the Pacific Ocean on the west. The City encompasses an area of approximately 21 square miles and has an estimated population of 147,000 which makes it the fourth largest city in Los Angeles County.

The City of Torrance is requesting proposals for the following services:

1. Testing and calibration of large water meters (3" and above).
2. Replacement of unitized measuring elements (UME) for selected meters.
3. Repair/refurbishment of large water meters including replacement of defective/worn components.

The City will award all the above services to one vendor. The vendor must perform all services and subcontracting of the above services is not allowed. The vendor must obtain a City business license and be in compliance with City's business license code.

Work Performed by Proposer:

The Proposer will be responsible for all work and expenses relating to the proper design, manufacture, test, delivery, storage and provision of large meter testing, calibration, installation, repair and related maintenance services.

The Proposer will provide the City with a schedule and work plan for approval, prior to the beginning of work. The contract work will be performed on a phased basis over the contract period, in accordance with an overall master schedule and work plan submitted by the vendor. The master schedule shall

include the meter size, type, manufacturer, meter number, and the service address and any other pertinent information requested by the City.

No work shall commence until the City approves the master schedule. In addition, monthly working schedules must be submitted in advance to the City for approval.

The Proposer will be responsible for the storage and security of all equipment, tools, and other supplies used in large meter testing, meter calibration, and meter repair and maintenance.

Proposal Submittals:

Each proposal must contain:

- An itemized cost proposal in accordance with the pricing schedule as provided in Attachment A of Section III.
- References from three other water agencies, including the name and phone number of the contact person.
- A brief narrative of the vendors qualifications and experience in providing meter testing, calibration, and repair services, and a brief narrative discussing your company's approach to addressing customer inquiries and minimizing complaints.
- A sample copy of your company's test/repair report.
- A brief resume of qualifications of personnel assigned to perform the subject services.
- A copy of your company's contractor license.

Delivery and Installation Schedule:

The vendor selected to perform the large meter test and repair work shall commence work no later than ten (10) working days from the execution of the services contract and provide a complete schedule and plan of work for all meters to be tested/repaired to the City for approval. The contract period shall be effective from July 1, 2006 through June 30, 2007.

Documentation:

In addition to other documents called for in the RFP, the selected vendor must furnish the City with meter test reports as described in foregoing section titled "Requirements and Scope of Work."

Requirements and Scope of Work

- The proposed scope of work consists of servicing of approximately 156 large meters in the Torrance Municipal Water Department service area. This work consists of testing, calibration and repair of meters to maintain optimal accuracy over all flow ranges. The number of meters to be serviced is an estimate only and may be changed at the City's discretion.
- Company Background. Brief narrative regarding the company and its qualifications and experience to perform the subject meter testing and repair services.

- Financial Stability. Complete Attachment 2.

- Licenses and Certifications. The vendor must furnish a current State of California contractor's license type C34/C36 or C61/D64. Prior to the start of any work, the vendor must also possess a certificate of training for confined spaces issued by a qualified agency. Any additional pertinent licenses and certifications should be listed in the proposal.

- Pricing. The vendor shall complete the pricing schedule as provided for in Attachment A of Section III. Failure to complete this schedule may disqualify the proposer.

- List all equipment to be used for testing and the date the equipment was last certified. All testing equipment must be capable of testing 3" to 12" sized meters at appropriate flow ranges. The equipment's accuracy must be certified and the certification approved by an authorized agent of the United States Bureau of Weights and Measures.

- All testing and repair work must be performed in accordance with American Water Works Association (AWWA) standards for water meter testing and repaired meters, which are to be restored to new condition.

- The vendor will provide and stock all necessary new or refurbished parts for the meters and equipment required for testing and calibration. All replaced parts shall be new manufactured parts unless the vendor receives approval to substitute refurbished/rebuilt parts, which must be restored to new condition.

- After repairs are made to water meters, the vendor shall warranty the meter for one (1) year from the date of repair. The warranty shall include the operation and accuracy of the meter as well as all parts. The meter shall perform to AWWA new meter specifications.

- The vendor shall perform all work with the vendor's own personnel without assistance from the Torrance Municipal Water Department personnel.

- Inspection. The City retains the right to inspect and verify the work performed by the vendor at any time.

- Notification. The vendor shall provide advance notification to all customers regarding the meter testing/repair schedule. Said notification shall generally be a minimum of one week prior to the meter test/repair work. The notification shall consist of a phone call to the appropriate party and a follow-up letter or E-mail to the customer.

- Damages. The vendor shall be responsible for any damages to City facilities/property or customer facilities/property caused by the vendor. The cost of all repairs and damage shall be the responsibility of the vendor.

- Holiday and night work. For a number of business customers, it will be necessary to test or repair water meters on holidays, weekends or at night to accommodate the schedule of these customers.

- Safety. The vendor shall comply with all City safety requirements and shall be in full compliance with the State of California OSHA requirements. The vendor shall perform all traffic control required in accordance with City regulations.

- No toxic lubricants or solvents shall be utilized in the testing or repair of water meters.

- Field Survey. The vendor will field survey the meter installations prior to performing the testing/repair work to verify the condition and pertinent information regarding the meters.

- Valve Operation. The vendor shall open and close only those valves required to make a shutdown at the meter. All valves must be operated in accordance with Municipal Water Department standards.

- Cleaning. All parts and the meter chamber shall be thoroughly cleaned prior to reassemble of the meter.

- Replacement parts. All parts that are replaced are to be bagged, labeled, and returned to the Municipal Water Department, unless otherwise specified by the Department. These parts may be returned to the manufacturer by the Water Department for an independent failure analysis.

- Retests. If the testing/repair work cannot be performed as scheduled, the City's Customer Service Supervisor shall be notified and the test rescheduled and customer notified of the new schedule.

- Same day testing and repair. Unless otherwise specified, all meters scheduled for servicing shall be repaired immediately after the pre-test to minimize disruption to the customer. The vendor must have the necessary repair parts on their vehicle to complete the repair work.

- Reports. All test results shall be submitted in a written report to the City's Customer Service Supervisor within five (5) working days after completion of the service work. The report will contain, at a minimum, the following information:

  - Descriptive information including meter size, type, register reading, line pressure, meter number and other pertinent information.

  - The accuracy before and after the meter calibration/repair for at least five (5) representative flow ranges.

  - A graph of the pre-test and post-test meter accuracy curve.

  - A complete listing of meter replacement parts.

  - A color photograph of the meter installation and register. A digital photo inserted on the test report is the preferred option.

  - A written narrative regarding the overall meter condition and the work performed.

- Control Point Quantities. The projected number of meters to be tested/repaired listed herein reflects a "best estimate" only and the actual work performed may vary from the best estimate. The list of meters to be tested/repaired is a control point quantity to evaluate the cost proposals submitted by the vendors. The best estimate of meters to be tested/repaired is as follows:

Test and Calibration Only

Size	Number	
6"	6	
8"	4	
10"	8	(a)
12"	24	(b)
14"	4	(c)
	46	

Test, Calibration, and Repair

(Including Replacement Parts)

Size	Type		Number
3"	Compound		
	HCT		6
	HMCT		2
	Neptune		14
		Subtotal	22
3"	Turbo/Turbine		
	HMVR		15
	Neptune Turbine		6
	Sensus Turbo		6
		Subtotal	27
4"	Compound		
	HCT		7
	Neptune		8
		Subtotal	15
	Turbo/Turbine		
	HMVR		1
	Sensus		1
		Subtotal	2
6"	Compound		
	HMCT		2
	Neptune		2
		Subtotal	4
	FM Style		
	Neptune Protectus		2
		Subtotal	2
8"	FM Style		
	Neptune Protectus		2
		Subtotal	2
10"	FM Style		
	HFM/CT		1
	HFM/MHR		1
	Neptune Protectus		2
		Subtotal	4

12"	Turbine Neptune	2
		=== 80

Test. Replace Unitized Measuring Element (UME) and Calibrate (d)

Size	Number
3"	10
4"	10
6"	6
8"	2
10"	2
	30

a) Reflects quarterly testing of (2) 10" Sensus meters California Water Services - Dominguez District Interconnection.
b) Reflects monthly testing of (2) 12" Turbine meters at Mobil Oil Refinery.
c) Reflects quarterly testing of 14" backup meter at Mobil Oil Refinery.
d) City will furnish UME only. All other parts are provided by the vendor.

- Costs. All proposals are to incorporate all costs including labor, materials, replacement parts, equipment and travel time into the pricing schedule as provided in Attachment A of Section III of this document. No time and material proposals will be accepted.

- Invoices. The vendor shall invoice the Municipal Water Department upon satisfactory completion of the meter test/repair work in accordance with an agreed upon invoice format between the City and the vendor. At a minimum the invoice shall include labor costs and a listing of replacement parts.

- Meetings. The vendor will be required to meet periodically with the Municipal Water Department regarding performance, scheduling, and related matters.

- The proposal shall provide a brief narrative regarding your company's approach and process for completing the scope of work and how your company would address customer inquires and minimize complaints.

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

RFP NO. B2006-19

Request for Proposal (RFP) for Large Meter Testing and Repair

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SECTION III PROPOSAL

FAILURE TO COMPLETE ALL ITEMS IN THIS SECTION MAY INVALIDATE PROPOSAL.

In accordance with your "Request for Proposal", the following proposal is submitted to the City of Torrance.

Proposal Submitted By:

Wheeler Meter Maintenance
Name of Company

3100 Brownbirds Nest Dr.
Address

Henderson, NV 89052
City/State/Zip Code

Robert T. Wheeler - Owner/GM
Printed Name/Title

951-734-6041, 800-764-9433 FAX 702-361-8496
Telephone Number/Fax Number

Form of Business Organization:

Please indicate the following (check one);

Corporation _____ Partnership _____ Sole Proprietorship X

Other: _____

Business History:

How long have you been in business under your current name and form of business organization?

Twenty-Nine years

If less than three (3) years and your company was in business under a different name, what was that name?

Contact for Additional Information:

Please provide the name of the individual at your company to contact for any additional information

Robert T. Wheeler
Name

Owner/GM
Title

951-734-6041, 800-764-9433 FAX 702-361-8496
Telephone Number/Fax Number

Addenda Received:

Please indicate addenda information you have received regarding this proposal:

Addendum No. ____ Date Received: _____
Addendum No. ____ Date Received: _____
Addendum No. ____ Date Received: _____
Addendum No. ____ Date Received: _____

X No Addenda received regarding this proposal.

Payment Terms:

Are you proposing any discounts for early payments?

Yes _____ No _____

If yes, what are your discounted invoice terms? _____

Delivery:

What is the lead time for delivery? N/A days/weeks

References:

Please supply the names of companies/agencies for whom you recently supplied comparable goods or services as requested in this RFP.

City of Azusa, 213 E. Foothill, Azusa - Joe Cvetezar (626) 334-2122
Name of Company/Agency Address Person to contact/Telephone No.

City of Glendora, 116 E. Foothill, Glendora - Joe Velosa (626) 335-6175

Name of Company/Agency Address Person to contact/Telephone No.

Chino Basin Watermaster, 9641 San Bernardino Rd., Rncho Cucamonga

Name of Company/Agency Address Person to contact/Telephone No.

Jim Theirl (909) 484-3888

Costs: $ _____

Additional costs (please specify) $ None

Grand Total $ _____
(Note: Compete Attachment A titled Pricing Schedule)

Proposer must complete each item with either a check mark to indicate that the item being proposed is exactly as specified, or enter a description in the Proposer's comments column to indicate any deviation from the specifications of the item being proposed.

SERVICE SPECIFICATION COLUMN	PROPOSER'S COMMENTS COLUMN

Submittals: Please indicate that the following are included with your proposal:

Submittal Requirements	Check here if included:
Test, Overhaul & Calibrate Meters	X

III Test, Replace Unitized Measuring Element (UME) and Calibrate (City will furnish UME)

Meter Size	Number	Unit Cost	Cost Extension
3"	10	450.00	4,500.00
4"	10	450.00	4,500.00
6"	6	450.00	2,700.00
8"	2	550.00	1,100.00
10"	2	550.00	1,100.00
	30		
		Subtotal	$ 13,900.00
		Section I, II and III Grand Total	$ 64,700.00

Instructions: Proposers are to enter unit costs, cost extension and grand totals. Enter grand total amount on page 13 of Section III. The unit cost is inclusive of all costs including labor, materials, parts, equipment and travel time. No time and material quotations will be accepted.

ATTACHMENT A
SECTION III OF REQUEST FOR PROPOSAL, RFP B2006-19

PRICING SCHEDULE FOR METER TESTING/REPAIR

I Test and Calibration Only Costs

Meter Size	Number	Unit Cost	Cost Extension
6"	6	200.00	1200.00
8"	4	200.00	800.00
10"	8	200.00	1600.00
12"	24	200.00	4800.00
14"	4	200.00	800.00
	46		
		Subtotal	$ 9200.00

II Test, Calibration and Repair Costs

Meter Size	Meter Type	Number	Unit Cost	Cost Extension
3"	Compound	22	575.00	12,650.00
	Turbo/Turbine	27	375.00	10,125.00
4"	Compound	15	575.00	8,625.00
	Turbo/Turbine	2	375.00	750.00
	FM Style	0	800.00	0.00
6"	Compound	4	575.00	2,300.00
	Turbo Turbine	0	375.00	0.00
	FM Style	2	800.00	1,600.00
8"	FM Style	2	800.00	1,600.00
10"	FM Style	4	800.00	3,200.00
12"	Turbine	2	375.00	750.00
		80		
			Subtotal	$ 41,600.00

ATTACHMENT 1

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

PROPOSER'S AFFIDAVIT

Robert T. Wheeler being first duly sworn, deposes and says:

1. That he/she is the Owner/GM (Title of Office) of Wheeler Meter Maintenance (Name of Company)

   hereinafter called "Proposer", who has submitted to the City of Torrance a proposal for

   RFP NO. B2006-19 for Large Meter Testing & Repair (Title of RFP);

2. That the proposal is genuine; that all statements of fact in the proposal are true;

3. That the proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;

4. That the Proposer did not, directly or indirectly, induce solicit or agree with anyone else to submit a false or sham proposal, to refrain from proposing, or to withdraw his proposal, to raise or fix the proposal price of the Proposer or of anyone else, or to raise or fix any overhead, profit or cost element of the Proposer's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Torrance, or of any other Proposer, or anyone else interested in the proposed contract;

5. That the Proposer has not in any other manner sought by collusion to secure for itself an advantage over the other Proposer or to induce action prejudicial to the interests of the City of Torrance, or of any other Proposer or of anyone else interested in the proposed contract;

6. That the Proposer has not accepted any proposal from any subcontractor or materialman through any proposal depository, the bylaws, rules or regulations of which prohibit or prevent the Proposer from considering any proposal from any subcontractor or materialman, which is not processed through that proposal depository, or which prevent any subcontractor or materialman from proposing to any contractor who does not use the facilities of or accept proposals from or through such proposal depository;

7. That the Proposer did not, directly or indirectly, submit the Proposer's proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Torrance, or to any person or persons who have a partnership or other financial interest with said Proposer in its business.

8. That the Proposer has not been debarred from participation in any State or Federal works project.

Dated this 25 day of May, ~~19~~ XX 2006.

(Proposer Signature) Robert T. Wheeler

(Title) Owner/GM

Attachment 2
Audited Statements of Financial Condition

Income Statement Submitted by:
Doing Business As:
At (Address):
Telephone Number:
Under Business License Number:
Accounting Method: X **Cash** ____ **Accrual**

DESCRIPTION	MOST RECENT FISCAL YEAR ENDING (05)	CURRENT YEAR TO DATE ENDING (5/6)
SALES OR REVENUE (Please List) Labor	250,254	93,209
Parts	68,521	15,225
Total	318,775	108,438
OPERATING EXPENSES (Please List)		
Cost of Sales	58,420	2,595
Depreciation & Depletion	23,021	6,744
Taxes Other Than Income Taxes	6,396	3,200
Selling, Research, General & Administrative Expenses:	43,456	5,095
	79,696	26,031
	210,995	43,665
OPERATING PROFIT	107,780	64,773
INTEREST EXPENSE	7,132	2,386
OTHER INCOME & EXPENSES		
INCOME BEFORE PROVISION FOR INCOME TAXES	100,648	62,387
PROVISION FOR INCOME TAXES	14,400	6,000
Earnings Per Share (If applicable)		
NET INCOME FOR PERIOD	86,248	56,387

Audited Statements of Financial Condition (cont.)

Income Statement Submitted by:

LIABILITIES & EQUITY DESCRIPTION	MOST RECENT FISCAL YEAR ENDING (05)	CURRENT YEAR TO DATE ENDING (5/6)
CURRENT LIABILITIES		
Accounts Payable	11,698	11,960
Notes Payable		
Other Current Liabilities: (Please List)		
Contingent Liabilities: (Please List)		
Sales Tax	1,209	293
TOTAL CURRENT LIABILITIES	12,9076	12,253
NON-CURRENT LIABILITIES: (Please List)		
TOTAL NON-CURRENT LIABILITIES	44,362	29,704
TOTAL LIABILITIES	57,269	41,957
EQUITY		
Contributed Capital: (Please List)		
Retained Earnings: (Please List) Draw	44,515	51,639
Dividends/Withdrawals (Please List) Capital		24,970
TOTAL EQUITY	130,763	143,915
TOTAL LIABILITIES & EQUITY	188,032	185,872

Audited Statements of Financial Condition (cont.)

Income Statement Submitted by:

ASSETS DESCRIPTION	MOST RECENT FISCAL YEAR ENDING (05)	CURRENT YEAR TO DATE ENDING (5/6)
CURRENT ASSETS		
Cash and Equivalent Assets	10,500	19,440
Short Term Investments		
Accounts Receivables: (Please List)		
Less Allowances for Bad Debt Net Receivables:		
INVENTORY (At lower Book/Market)	128,600	117,500
OTHER CURRENT ASSETS (Please List)		
TOTAL CURRENT ASSETS	139,100	136,940
NON-CURRENT ASSETS:		
Investments		
Equipment		
Buildings		
Other: (Please List) Fixed	74,372	74,372
Less: Accumulated Depreciation	25,440	25,400
Net Depreciable Assets		
Land		
Other Non-Current Assets: (Please List)		
TOTAL NON-CURRENT ASSETS		
TOTAL ASSETS	188,032	185,872

WHEELER METER MAINTENANCE

MAINTENANCE PROGRAM

COMPLETE WATER METER SERVICES
(951) 734-6041 * FAX (702) 361-8496

To whom it may concern:

Wheeler Meter Maintenance has been in business since 1978 and is owned and operated by Robert T. Wheeler and Isaac Lopez. We have been servicing all types of meters for over twenty-five years and we are qualified to do warranty work for several meter manufacturers'. I have been in contact with Water Company customers for over twenty-five years, and it is my job to insure that scheduling shut down of the service is at a convenient time for the customer.

Our complete maintenance program includes the following:

- Schedules work with your customers at a time convenient for them.
- Surveys all sites before a crew is dispatched at no additional charge.
- Notifies the Water Company of the schedule and supplies a schedule to the water company.
- No extra charge for night or weekend work.
- Supplies a two-man crew with all tools and equipment necessary to complete the work at the job site. No water company crew required.
- Uses a certified test vehicle with a test meter permanently installed in the vehicle.
- Test meter is capable of flows raging from 0.75 GPM to 1000 GPM, with the ability of using two hoses to test 8" and larger meters.
- Test sheets are supplied for each meter, showing the Pre-Test, Calibration Test, Report of meter condition, a 3D graph showing the accuracy curve and all pertinent information for each meter, also pictures are supplied on the test form showing the condition of the meter.
- We carry a large inventory of parts for most major brands of meters, allowing us to repair most meters in only one trip, inconveniencing your customers minimally.

- Our state of the art vehicle is a "workshop on wheels" and is designed to minimize the amount of time the customer is without water.
- A Complete Maintenance means that the meter is completely torn down and overhauled. There are no partial repairs.
- Supplies a complete list of all parts used in the repair of the meter.
- Register conversions are performed without additional labor charges.
- Warranties the meter for one year, to be free from defects in materials and workmanship.
- Services any outages within fourteen days of receiving notification that a meter is inoperative.
- All outages are serviced at a reduced rate for labor, parts are extra, no charge for warrantee's. (An outage is a meter that has stopped before its normal service schedule and is not within the warrantee period.)
- We are certified by the San Diego Safety Council for Confined Space Entrant & Attendant and it complies with OSHA standards 29 CFR 1910.146 & Cal OSHA section 5156-5158.
- We have a four gas monitor and record our readings on the test sheets.
- We have a Contractors License issued by the State of California #695328 C61/D64.

If you have any questions or need further information, please call me.

Thank You,

Robert T. Wheeler

Robert T. Wheeler, GM