

STAFF REPORT

SUBJECT: Traffic Count Program

MEETING DATE: February 17, 2010

AGENDA ITEM: 6B

STAFF CONTACT: Andrew Orfila, Michael Powers

RECOMMENDATION:

Approve contract for the amount of \$25,050 with Metro Traffic Data for the Regional Traffic Data Collection Program.

DISCUSSION

SBCAG is collaborating with local agencies to collect traffic counts on local streets in April of this year. The work includes collecting daily volumes of traffic on local streets at over 200 locations throughout the County. At your November, 2009 meeting, the board approved the release of a Request for Proposals for the work. The RFP was released in December, 2009.

By the due date of January 14, 2010, SBCAG had received five proposals from the following firms:

- Metro Traffic Data Inc.
- National Data & Surveying Services/All Traffic Data
- Quality Traffic Data
- Urban Crossroads, Inc.
- Wiltec

All of the proposals came in under the not-to-exceed cost of \$50,000. The lowest cost estimate was submitted by Metro Traffic Data (\$25,050) and the highest cost estimate was submitted by Wiltec (\$49,200).

SBCAG staff worked with TTAC to assemble a sub-committee to review the proposals. Members of the sub-committee included representatives from the City of Santa Maria, the City of Buellton, and SBCAG. The sub-committee met on January 27 to evaluate and score each of the proposals. After review, the committee unanimously concluded that the top firm was Metro

Member Agencies

Buellton ■ Carpinteria ■ Goleta ■ Guadalupe ■ Lompoc ■ Santa Barbara ■ Santa Maria ■ Solvang ■ Santa Barbara County

Traffic Data based on their responsiveness to the requirements of the RFP and recommended that they be awarded the contract.

The sub-committee recommendation was brought to TTAC at its February meeting. TTAC approved the selection but recommended that staff follow up with the references listed in the proposal to ensure that the firm is qualified and has a record of good performance. Staff contacted references listed (San Joaquin Council of Governments and the City of Ripon) and both agency representatives stated that Metro delivered quality counts on-time and on-budget. Given the strength of the proposal, positive reference checks, and sub-committee and the TTAC recommendation, it is recommended that the board award the contract to Metro Traffic Data, Inc., for the amount of \$25,050. The contract and scope of services with Metro Traffic Data are attached.

SBCAG has budgeted this item in our Overall Work Program. The project is cooperatively funded between SBCAG and local agencies, each contributing 50% of the program costs. Local program costs will be distributed based on population stemming from an agreement obtained with TTAC earlier in 2009.

As soon as the contract is approved, work can proceed as soon as a final list of count locations is provided to the contractor. SBCAG will be working closely with the local agencies through TTAC to select precise locations and to coordinate schedules for the counts within each jurisdiction.

COMMITTEE REVIEW

As indicated above, staff convened a sub-committee to review the proposals. The sub-committee included representatives from the Cities of Buellton and Santa Maria and SBCAG. The sub-committee unanimously recommended that the contract be awarded to Metro Traffic Data. TTAC also recommended that, after confirming positive references, the contract be awarded to Metro Traffic Data, Inc.

ATTACHMENTS:

Draft Contract
Appendix A – Scope of Services

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**AGREEMENT BETWEEN
THE SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS
AND
METRO TRAFFIC DATA INC.**

**FOR
PROFESSIONAL AND TECHNICAL SERVICES**

THIS AGREEMENT, entered into by the Santa Barbara County Association of Governments (hereinafter referred to as SBCAG) and Metro Traffic Data Inc. (hereinafter referred to as CONTRACTOR).

WITNESSETH THAT:

WHEREAS, SBCAG desires to engage CONTRACTOR to render professional and technical services to collect traffic counts for SBCAG's Regional Traffic Data Collection Program;

WHEREAS, CONTRACTOR has demonstrated its qualifications and willingness to provide the services and undertake the work hereinafter described:

NOW, THEREFORE, the parties do mutually agree as follows:

Article 1 - Statement of Work

CONTRACTOR shall do, perform and conduct in a satisfactory manner, as determined by SBCAG, the services set forth in Appendix A, Scope of Services, of this agreement and in accordance with CONTRACTOR'S proposal dated January 14, 2010. Appendix A is attached hereto and by reference incorporated herein and made part of this Agreement. CONTRACTOR'S proposal is incorporated by reference.

Article 2 - Time of Performance

The services of CONTRACTOR are to commence after this Agreement has been executed and notice to proceed has been issued to CONTRACTOR by SBCAG. All work described herein shall be completed within five (5) months from the date of the notice to proceed.

Article 3 - Personnel

CONTRACTOR represents that it employs, or will employ at its own expense, the personnel required to perform the services under this Agreement. CONTRACTOR specifies that the Principal in charge and Project Manager shall be Ross Hughes and CONTRACTOR staff assignments listed in the CONTRACTOR'S proposal dated January 14, 2010 shall not be changed without the prior written consent of SBCAG.

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Article 4 - Compensation

CONTRACTOR agrees to perform for the benefit of SBCAG all of the services set forth and described in Appendix A of this Agreement. For the performance of the services, SBCAG agrees to pay CONTRACTOR in accordance with the compensation set forth in Appendix "B", Compensation attached hereto and by reference incorporated herein and made part of this Agreement. Total compensation for direct costs paid by SBCAG to CONTRACTOR shall not exceed \$25,050. Said compensation includes all costs for direct and indirect labor charges, expenses, overhead, fee and profit, as well as any work that is subcontracted. Costs will be reimbursed on a time and materials basis.

Article 5 - Payment

Payments made under this agreement shall be in arrears and invoices may be submitted at such intervals as CONTRACTOR deems practical, but no more frequently than once a month. Invoice amounts shall not exceed actual costs incurred by CONTRACTOR and shall be in proportion to the amount of work completed. Invoices submitted by CONTRACTOR shall include a brief progress report. SBCAG shall reimburse CONTRACTOR within thirty (30) days of receipt of an acceptable invoice. No more than 90% of the proposed price shall be paid until completion all work efforts.

Article 6 - Reports

Upon completion of all services, CONTRACTOR shall submit to SBCAG a final report in the form of a letter certifying completion of all the tasks set forth and described in Appendix A of this Agreement.

Article 7 - Subcontractors

Subcontractors eligible to work on this project include only those subcontractors listed in the CONTRACTOR'S proposal dated January 14, 2010 and shall not be changed without the prior written consent of SBCAG.

Article 8 - Insurance

CONTRACTOR shall procure and maintain the following required insurance coverage during performance of this agreement:

- a. Workers' Compensation Insurance with an insurance company acceptable to SBCAG. Statutory Workers' Compensation and employer's Liability Insurance, with limits of at least Two Hundred Fifty Thousand Dollars (\$250,000), shall cover all employees while performing any work incidental to the performance of this agreement.
- b. General and Automobile Liability Insurance with an insurance company or companies acceptable to SBCAG. General Liability Insurance shall include personal injury liability with employee exclusion (c) deleted and shall afford coverage for all premises and operations of the CONTRACTOR and/or agents or subcontractors of CONTRACTOR. Automobile Liability Insurance shall cover all non-owned motor vehicles, which are operated on behalf of CONTRACTOR pursuant to activities hereunder. SBCAG, its officers, employees and agents

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shall be named as additional insured. The limit of liability of said policy or policies for general and automobile liability shall be at least One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage. Personal injury coverage shall also be in the amount of at least One Million Dollars (\$1,000,000) per person aggregate. Said policy or policies shall contain a provision or endorsement that the insurance as is afforded by this policy shall be primary and contributory to the full limits stated in the declarations, and if SBCAG has other valid and collectible insurance for a loss covered by the policy, that other insurance shall be excess only.

Current certificates for required insurance shall be maintained at all times during performance of this Agreement in the SBCAG office as a condition precedent to payment by SBCAG under this Agreement. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by SBCAG, CONTRACTOR shall provide certified copies of any insurance policies to SBCAG within ten (10) working days. The policies of insurance shall provide that no cancellation, major change in coverage, or expiration shall be effective or occur until at least THIRTY (30) days after receipt of such notice by SBCAG.

Article 9 - Responsibility for Claims and Liabilities

CONTRACTOR shall defend, at its sole expense, any claim or suit against the SBCAG, their subsidiaries, and their officials alleging injury or loss (including without limitation bodily injury, death, personal injury or property damage) directly resulting from the negligent acts or omissions of CONTRACTOR, its employees or SUBCONTRACTORS in the course of CONTRACTOR'S performance hereunder (and without any contributory or collateral negligence on the part of the above named entities, their subsidiaries, officials, contractors, agents or volunteers) and CONTRACTOR shall pay all costs (including reasonable legal costs) and damages finally awarded; provided that CONTRACTOR is given prompt written notice of such claim or suit and, further, that CONTRACTOR shall be given necessary information, reasonable assistance, and the sole authority to defend or settle such claim or suit.

Article 10 - Assignability

Without the written consent of SBCAG, this agreement is not assignable by contract either in whole or in part.

Article 11 - Termination of Contract for Cause

If, through any cause, CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this contract, or if CONTRACTOR violates any of the covenants, agreements, or stipulations of this Agreement and fails to cure or correct such failure or violation within 15 days of written notice of the same, SBCAG shall thereupon have the right to terminate this contract by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished and unfinished documents, data, studies, and reports prepared by CONTRACTOR shall, at the option of SBCAG, become its property, and CONTRACTOR shall be entitled to

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receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, CONTRACTOR shall not be relieved of liability to SBCAG for damages sustained by SBCAG by virtue of any breach of the contract by CONTRACTOR.

Article 12 - Termination of Contract for Convenience

SBCAG may terminate this contract at any time by giving written notice to CONTRACTOR of such termination. The date of termination shall be the date of notice of termination. In that event, all finished or unfinished documents and other materials shall, at the option of SBCAG, become its property. If the contract is terminated by SBCAG as provided herein, CONTRACTOR shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of CONTRACTOR covered by this contract, less payments of compensation previously made.

Article 13 - Contract Changes

SBCAG may, from time to time, require changes in the scope of the services CONTRACTOR is to perform or changes in other Articles of this Agreement, including any increases or decreases in the amount of CONTRACTOR'S compensation. Such changes which are mutually agreed upon by and between SBCAG and CONTRACTOR shall be incorporated in written amendments to this contract. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. Amendments inconsistent with the provisions and intent of this Agreement may not be utilized.

Article 14 - Access to Records

CONTRACTOR agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred including support data for cost proposals and to make such material available at their respective offices at all reasonable times during the contract period, and for four (4) years from the date of final payment under the contract, for inspection by any authorized representative of SBCAG. Copies of such material shall be furnished if requested.

Article 15 - Contractor Warranty

CONTRACTOR warrants that he has not employed or retained any company or persons, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gifts, or other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, SBCAG shall have the right to annul this contract without liability, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, and gift or contingent fee.

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Article 16 - Equal Employment Opportunity and Nondiscrimination

CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964, as amended, and with the provisions contained in 49 CFR 21 through Appendix C and 23 CFR 710.405(b). During the performance of this Agreement, the CONTRACTOR, for itself, its assignees and successors in interest agrees as follows:

- A. **Compliance with Regulations:** CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. **Nondiscrimination:** The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as recipient deems appropriate. CONTRACTOR, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, religion, color, sex, age or national origin in the selection or retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the regulations.
- C. **Solicitations for Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under the subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR'S obligations under this agreement, and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.
- D. **Information and Reports:** CONTRACTOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by SBCAG to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to SBCAG, and shall set forth what efforts it has made to obtain the information.
- E. **Sanctions for Noncompliance:** In the event of CONTRACTOR's noncompliance

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with the nondiscrimination provisions of this Agreement, SBCAG shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

1. Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies, and/or
 2. Cancellation, termination or suspension of the Agreement in whole or in part.
- F. Satisfactory Performance: The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime contractor receives from SBCAG. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of SBCAG. This clause applies to both DBE and non-DBE subcontractors
- G. Prompt Payment

Prompt Progress Payment to Subcontractors

A prime contractor or subcontractor shall pay to any subcontractor not later than 10 days of receipt of each progress payment in accordance with provisions in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment, or nonpayment by the contractor, or deficient subcontractor performance, or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Prompt Payment Of Monies Withheld To Subcontractors

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual,

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administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment, or nonpayment by the contractor, or deficient subcontractors performance, or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

- H. Incorporation of Provisions: The Consultant shall include the provisions of Article 16 (A) through (G) of this Agreement term in every subcontract, including procurement of materials and leases of equipment, unless exempt from the regulations, or directives issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as SBCAG may direct as a means of enforcing such provisions including sanctions for noncompliance. However, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request SBCAG to enter into such litigation to protect the interests of SBCAG, and in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

Article 17 – Ownership of Documents and Data

All documents and records, software, reports, or other data developed by CONTRACTOR shall become the property of SBCAG when prepared, whether delivered to SBCAG or not.

Article 18 – Severability

In the event that any of the provisions, or portions or applications thereof of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, SBCAG and CONSULTANT shall negotiate an equitable adjustment in the provisions of this Agreement, and the validity and enforceability of the remaining provisions or portions or applications thereof shall not be affected thereby.

Article 19 – Notices

Any notices required or permitted to be given pursuant to this agreement shall be given to the following:

To SBCAG: Santa Barbara County Association of Governments
260 N. San Antonio Rd., Ste. B
Santa Barbara, CA 93110-1315
Attention: Michael Powers, Deputy Director

To CONTRACTOR: Metro Traffic Data, Inc.
310 N. Irwin Street, Suite 20
Hanford, CA 93230
Attn: Ross Hughes _____

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IN WITNESS WHEREOF, SBCAG and CONTRACTOR have executed this agreement.

**SANTA BARBARA COUNTY
ASSOCIATION OF GOVERNMENTS**

CONTRACTOR

Salud Carbajal, SBCAG

Date:_____

Date:_____

Jim Kemp
Executive Director

APPROVED AS TO FORM:

Date:_____

Steve Underwood
Chief Assistant County Counsel

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APPENDIX A

SCOPE OF WORK

REGIONAL TRAFFIC COUNT COLLECTION

Task 1: Permit Acquisition. Upon receipt of a finalized list of locations from SBCAG staff, Metro will review to determine the jurisdiction and permit authority for each count location and apply for encroachment permits as needed. Equipment installation will not occur until permits have been secured. Metro will keep in contact with SBCAG staff during this process to discuss scheduling of data collection in each area. Encroachment permits are to be billed on a time and materials basis as outlined in the cost breakdown of the Metro proposal.

Task 2: Data Collection. Metro will conduct 7-day, 24-hour directional volume counts through the use of road tube machine counters at the locations specified by SBCAG staff. Data will be collected in 15 minute intervals and only during non-holiday weeks when school is in session, unless otherwise specified by SBCAG staff. Areas where adjacent construction or detours are in proximity of the count location will be avoided until such abnormal conditions have ceased. Metro will notify SBCAG staff of any locations where data collection is being delayed due to abnormal conditions.

In order to obtain the most accurate count data as possible, tubes will be placed in locations to minimize double counting from turning vehicles. In addition, tubes will be placed in locations that will minimize the occurrence of vehicles queuing on top of the tubes. If a location is questionable regarding the tube placement, a Metro staff member will contact SBCAG before proceeding with the installation.

On city streets with sidewalks/gutters the tubes will be secured with PK nails at the edge of the roadway in the gutter seam to minimize damage to the roadway surface. Rural locations with a dirt/gravel shoulder will be secured with soil spikes. Marmac tape will be used to secure tubes in travel lanes to minimize tube bounce. If the tubes break or are detached from the roadway surface due to an installation error, Metro will reset the tubes for no additional charge. If the hoses are removed by other personnel, or damaged by street sweepers, a reset fee will be charged as identified in the cost breakdown of the proposal (\$25 per location). All local agencies will be contacted prior to the start of work to alert their road maintenance (street-sweeping) staff about the presence of data collection equipment.

All appropriate safety and traffic control measures will be taken while working in or near the roadway. Field technicians will wear approved safety garments (reflective safety vest/pants) for all road tube installations and removal. Traffic cones and vehicle safety beacons will be utilized at all locations during installation and removal of equipment. Interruptions to traffic due to tube installations and removals will be minimized to the greatest extent.

Task 3: Report Preparation. Utilizing the raw data collected, reports will be prepared by Metro that match the specific requirements listed in the RFP. All raw data and reports will be reviewed for accuracy by a Metro associate independent of the

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project. Reports will be delivered via email in MS Excel 2007 format periodically to SBCAG staff as they are completed. Metro will utilize existing historical data, if available, to compare the data collected in Task 1. In addition, data will be checked for unreasonable imbalances in traffic by direction. If major discrepancies are found that are not justifiable by recent land use changes, road geometry changes, road detours, or typical traffic patterns, Metro will contact SBCAG staff to determine if a recount will be necessary. If a recount is required, Metro will utilize a different machine counter and hoses from the original count to eliminate the possibility of equipment error. If it is determined that no errors are found from the original count, SBCAG will be billed for the additional count performed.

Task 4: Prepare & Deliver Final Hard Copy Reports. After SBCAG has performed its own quality assurance checks and designated all reports as final, Metro will prepare three (3) printed hard copies of each report. Two of these copies will be bound and delivered to SBCAG including a compact disk (CD) with all digital files, and one copy will be sent directly to the local agency in the area which the count was completed also including a CD with the digital files.

Task 5: GIS Database. Using the final reports prepared in Task 3 and approved by SBCAG staff, the count data will be compiled into a GIS database. The database will include total volume by direction, total volume for both directions combined, AM/PM peak hour volumes, collection date, and GPS coordinates. Historical count data can be included for an additional fee.

DELIVERABLES

1. Traffic Count Report (2 copies, one electronic copy on CD)
2. Individual Local Agency Count Reports (1 copy to each of the local agencies and SBCAG)
3. GIS Data File (1 electronic copy – format to be compatible with SBCAG software)

PROJECT TEAM

Ross Hughes – Principal / Project Manager

Ross will be the main contact for the project and will be responsible for scheduling, report preparation, data management, and oversight of field operations. His qualifications include six years of experience collecting traffic data and over ten years of experience in database development, management and reporting. Ross is a founding partner and officer of the corporation.

Paul Matos, PE – Principal

Paul Matos, PE, will be responsible for equipment certification testing, and verifying the accuracy of collected data. Paul will be working independently of the project. His sole responsibility to the project will be reviewing the collected data to ensure accuracy. His qualifications include nine years of experience in traffic engineering, traffic data collection and analysis. Paul is a founding partner and officer of the corporation.

Scott Bairstow – Principal

Scott will be responsible for field technician supervision and data compilation. His qualifications include six years of experience collecting traffic data. Scott is a founding partner and officer of the corporation.

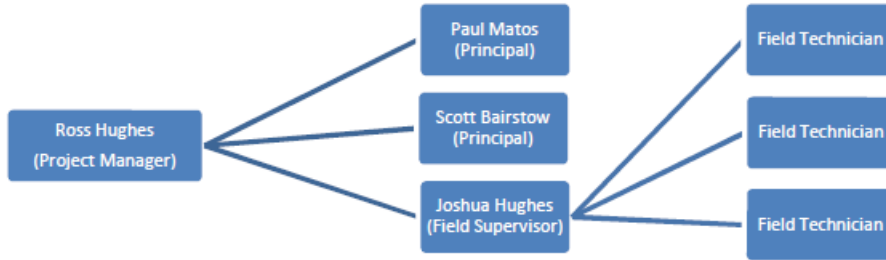
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Joshua Hughes – Field Supervisor

Joshua will be responsible for supervision of all field technicians, in addition to tube installation and data/equipment retrieval. His qualifications include four years of data collection experience obtained while working for MTD. Joshua specializes in installation of road tube machine counters and digital video traffic monitoring systems.

Various (TBD) – Field Technician

Fully trained and qualified field technicians will be assigned to the project on an as-needed basis to assist with equipment installation and removal.



SCHEDULE AND COST

Metro is proposing to cover the tasks shown above for **\$25,050** and to have the work complete in 8 weeks, as shown in the table below.

Schedule & Cost Proposal/Breakdown

Task	Task Description	Project Schedule								Cost	Qty	Subtotal
		Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8			
Task 1	Acquire Permits	■								*	*	*
Task 2	Data Collection		■	■	■	■	■	■		\$120	205	\$24,600
Task 3	Report Preparation			■	■	■	■	■		-	-	-
Task 4	Print & Deliver Reports								■	\$150	3	\$450
Task 5	GIS Database								■	-	-	-
TOTAL											\$25,050	

*Encroachment permits will be billed at cost plus staff time at \$22/hr.

** Hose reset fee: \$25 per location/occurrence.