

RESOLUTION NO. 2020 - 251

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD SS NO.: 20-60 REMOVE AND REPLACE WATER METERS AND PROGRAM DATA MANAGEMENT SYSTEM AND TO EXECUTE AN AGREEMENT FOR COMPLETION OF THE WORK.

RECITALS

WHEREAS, the County desires to enter into a contract with Utility Services Associates, LLC, to provide service to Remove and Replace Water Meters and Program Data Management System; and

WHEREAS, the service of Remove and Replace Water Meters and Program Data Management System requires the contractor to provide any and all materials, equipment, transportation and supervision necessary shall, during a single pass through each SJCFE route, provide Subcontract Technical and Data services to exchange/replace existing Sensus Smartpoints only or Water Meters only or both meter and smartpoint with current version of Sensus 520M Smartpoints and either Sensus iPerl (≤1") or Sensus Omni (1.5" / 2") water meters of same size and "lay-length" at assigned service locations and in performance of each Work Order USA, shall additionally program or reprogram (deactivate/reactivate) the corresponding Sensus 520M MXU's using Sensus Field-Logic app and configuration file and the removed MXUs and meters are to be placed in empty Sensus meter packaging and returned to an SJCFE designated storage location for disposition by SJCFE; and,

WHEREAS, through the County's formal Single or Sole Source Procurement process, Utility Services Associates, LLC., was determined to be the lowest price, responsive and responsible contractor to enter into a contract with the County to perform the work referenced above; and;

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed contract (attached hereto, an incorporated herein) and finds that entering into contract to complete the work services serves a public purpose.

WHEREAS, the project will be funded by the SJC Utility Department.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to award SS No: 20-60 Utility Services Associates, LLC, and to execute a contract for completion of the work as specified therein.

Section 3. Upon Board approval, the County Administrator, or designee, is authorized to execute an agreement in substantially the same form and format as the attached draft on behalf of the County to complete the project as specifically provided in SS No.: 20-60.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 7th day of July, 2020.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

By: [Signature]
Jeb S. Smith, Chair

ATTEST / Brandon Patty, Clerk
By: [Signature]
Deputy Clerk

RENDITION DATE 7/9/20





CONTRACT AGREEMENT
SS No: 20-60 Remove and Replace Water Meters
and Program Data Management System
Master Contract #: 20-MCC-UTI-12251

This Contract Agreement, ("Agreement") is made as of this _____ day of _____, 2020, by and between **St. Johns County, FL** ("County"), a political subdivision of the State of Florida, with principal offices located at 500 San Sebastian View, St. Augustine, FL 32084, and Utility Services Associates, LLC ("Contractor"), authorized to do business in the State of Florida, with offices located at 3635 River Road, Theodore, AL 36582; Phone: (501) 590-5045 and Email: usametering@live.com.

In consideration of the mutual promises contained herein, the County and the Contractor agree as follows:

ARTICLE 1 – DURATION and EXTENSION

This Agreement shall become effective upon signature by both parties, as of the Effective Date shown above, and shall be in effect for an initial contract term of two (2) calendar years and shall have three (3) available one (1) year renewal options, exercisable by the County, contingent upon satisfactory performance by the Contractor and legally appropriate funds are available each fiscal year. While this Agreement may be renewed as stated in this Article, it is expressly noted that the County is, under no obligation to extend this Agreement. It is further expressly understood that the option of extension is exercisable only by the County, and only upon the County's determination that the Contractor satisfactorily performed the Services noted in the Contract Documents.

ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS

The term "Contract Documents" shall include USA Statement of Work Proposal #SJCFL-5, Exhibits "A, B & C", this Agreement, any duly executed amendments, addenda, and/or exhibits hereto; and any and all Change Orders.

ARTICLE 3 - SERVICES

The Contractor's responsibility under this Agreement is to provide any and all labor, materials, equipment, transportation, and supervision necessary shall, during a single pass through each SJCFL route, provide Subcontract Technical and Data services to exchange/replace existing Sensus Smartpoints only or Water Meters only or both meter and smartpoint with current version of Sensus 520M Smartpoints and either Sensus iPerl ($\leq 1"$) or Sensus Omni (1.5" / 2") water meters of same size and "lay-length" at assigned service locations. In performance of each Work Order USA, shall additionally program or reprogram (deactivate/reactivate) the corresponding Sensus 520M MXU's using Sensus Field-Logic app and configuration file. Removed MXUs and meters are to be placed in empty Sensus meter packaging and returned to an SJCFL designated storage location for disposition by SJCFL.

Data Services: **USA** shall collect and return daily Work-Order completion data via email to SJCFL designated recipients each morning for the previous day's activities in the following format(s):

1. "Export file" - in file format previously prescribed by SJCFL (i.e. "fixed-width text") for mass daily update of its Cogsdale Billing/CIS system; and/or
2. "S-O Rpt" (Service-Order Report) - in MS Excel compatible spreadsheet format (*.csv, *.xlsx, etc.) which, in addition to all "Export file" data from the corresponding date, will or may include other pertinent service location info (e.g. - USA WO#, USA WO Type, any Ancillary Item#(s) completed, SNR value, Site audit info, Meter exchange Date/Time, USA Op ID, etc.):

As proposed by the Contractor's proposal dated April 27, 2020, approved by the County in accordance with SS No: 20-60 and as otherwise provided in the Contract Documents.

Services provided by the Contractor shall be under the general direction of St. Johns County Utility Department or other authorized County designee, who shall act as the County's representative throughout the duration of this Agreement.

ARTICLE 4 – SCHEDULE

The Contractor shall perform the required Services according to the schedule submitted and approved by the County. No changes to said schedule shall be made without prior written authorization from the County's representative.

ARTICLE 5 – COMPENSATION/BILLING/INVOICES

- A. The County shall compensate the Contractor based upon the Unit Pricing detailed on Statement of Work Proposal #SJCF-5 which shall include any and all direct and indirect costs, and reimbursable expenses. The maximum amount available as compensation to Contractor under this Agreement shall not exceed the amount stated above without the County's express written approval, and amendment to this Agreement.
- B. It is strictly understood that Contractor is not entitled to the above-referenced amount of compensation. Rather, Contractor's compensation is based upon Contractor's adhering to the Scope of Work, detailed in this Agreement. As such, the Contractor's compensation is dependent upon satisfactory completion and delivery of all work product and deliverables noted in the Scope of Work, and detailed in this Agreement.
- C. The Contractor shall bill the County for services satisfactorily performed, and materials satisfactorily delivered at the end of each month. The signature of the Contractor's authorized representative on the submitted invoice shall constitute the Contractor's certification to the County that:
1. The Contractor has billed the County for all services rendered by it and any of its Contractors or sub-contractors through the date of the invoice;
 2. As of the date of the invoice, no other outstanding amounts are due from the County to the Contractor for services rendered;
 3. The reimbursable expenses, if any, have been reasonably incurred; and
 4. The amount requested is currently due and owing.
- D. Though there is no billing form or format pre-approved by either the County, or the Contractor, bills/invoices submitted by the Contractor shall include a detailed written report of the Work accomplished in connection with the Scope of Work, and must be submitted with a Request for Payment Form 1550, as provided by the County. The County may return a bill/invoice from the Contractor, and request additional documentation/information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.
- E. The Contractor's acceptance of the County's payment of an invoiced amount shall release the County from any claim by the Contractor, or by the Contractor's sub-contractors, for work performed but not invoiced during the time period indicated on the invoice for which payment was issued.
- F. Unless otherwise notified, bills/invoices should be delivered to:
- St. Johns County Utility Department
Attn: Frank Kenton
1205 State Road 16
St. Augustine, FL 32084
- G. **FINAL INVOICE:** In order for the County and the Contractor to reconcile/close their books and records, the Contractor shall clearly indicate "Final Invoice" on the Contractor's final bill/invoice to the County. Such indication establishes that all services have been satisfactorily performed and that all charges and costs have been invoiced to the County and that there is no further Work to be performed under this Agreement.

ARTICLE 6 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current as of the date of this Agreement.

The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the Agreement.

ARTICLE 7 – ARREARS

The Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 8 – TERMINATION

- A. This Agreement may be terminated by the County without cause upon at least thirty (30) calendar days advance written notice to the Contractor of such termination without cause.
- B. This Agreement may be terminated by the Contractor with cause upon at least fourteen (14) calendar days advance written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

ARTICLE 9 – NOTICE OF DEFAULT/RIGHT TO CURE

- A. Should the County fail to perform (default) under the terms of this Agreement, then the Contractor shall provide written notice to the County, which such notice shall include a timeframe of no fewer than fifteen (15) business days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.
- B. Should the Contractor fail to perform (default) under the terms of this Agreement, then the County shall provide written notice to the Contractor, which such notice shall include a timeframe of no fewer than five (5) calendar days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.
- C. Consistent with other provisions in this Agreement, Contractor shall be paid for services authorized and satisfactorily performed under this Contract up to the effective date of termination.
- D. Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Contractor shall:
 - 1. Stop work on the date to the extent specified.
 - 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
 - 3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
 - 4. Continue and complete all parts of the work that have not been terminated.

ARTICLE 10 – PERSONNEL

The Contractor represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Work as provided in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with the County.

All Work required hereunder shall be performed by the Contractor, or under its supervision. All personnel engaged in performing the Work shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Work.

Any changes or substitutions in the Contractor's key personnel must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

The Contractor warrants that all Work shall be performed by skilled and competent personnel to the highest professional standards in the field. The Contractor is responsible for the professional quality, technical accuracy, and timely completion of all work performed hereunder, and shall correct or revise any errors or deficiencies in the Work, without additional compensation.

ARTICLE 11 – SUBCONTRACTING

The County reserves the right to approve the use of any subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform the Work described in the Contract Documents. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the subcontractor to complete the Work in a timely fashion, the Contractor shall promptly do so, subject to approval by the County.

The County reserves the right to disqualify any subcontractor, vendor, or material supplier based upon prior unsatisfactory performance.

ARTICLE 12 – E-VERIFY

The Contractor shall utilize the U.S. Department of Homeland Security's E-verify system to verify employment eligibility of any and all personnel hired to perform any portion of the services required under this Agreement. Additionally, the Contractor shall expressly require any and all sub-contractors and sub-consultants to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of any and all personnel hired to perform any portion of the services required under this Agreement.

ARTICLE 13 – FEDERAL AND STATE TAX

In accordance with Local, State, and Federal law, the County is exempt from the payment of Sales and Use Taxes. The County shall provide a tax exemption certificate to the Contractor upon request. The Contractor shall not be exempt from the payment of all applicable taxes in its performance under this Agreement. It is expressly understood by the County and by the Contractor that the Contractor shall not be authorized to use the County's Tax Exemption status in any manner.

The Contractor shall be solely responsible for the payment and accounting of any and all applicable taxes and/or withholdings including but not limited to Social Security payroll taxes (FICA), associated with or stemming from Contractor's performance under this Agreement.

ARTICLE 14 – AVAILABILITY OF FUNDS

The County's obligations under this Agreement are contingent upon the lawful appropriation of sufficient funds, for that purpose, by the St. Johns County Board of County Commissioners. Pursuant to the requirements of Section 129.07, Florida Statutes, payment made under this Agreement shall not exceed the amount appropriate in the County's budget for such purpose in that fiscal year. Nothing in this Agreement shall create any obligation on the part of the Board of County Commissioners to appropriate such funds for the payment of services provided under this Agreement during any given County fiscal year. Moreover, it is expressly noted that the Contractor cannot demand that the County provide any such funds in any given County Fiscal Year.

ARTICLE 15 - INSURANCE

The Contractor shall not commence work under this Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Agreement.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

The Contractor shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

The Contractor shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

The Contractor shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees (if three or more) per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

ARTICLE 16 - INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County, and its officers, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, intentional/unintentional conduct or omission of the Contractor and other persons employed or utilized by the Contractor.

ARTICLE 17 – SUCCESSORS AND ASSIGNS

The County and the Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

ARTICLE 18 – NO THIRD PARTY BENEFICIARIES

It is expressly understood by the County, and the Contractor, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

ARTICLE 19 – REMEDIES

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or nor or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

ARTICLE 20 – CONFLICT OF INTEREST

The Contractor represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The Contractor further represents that no person having any interest shall be employed for said performance.

The Contractor shall promptly notify the County, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Contractor.

The County agrees to notify the Contractor of its opinion by certified mail within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the County shall so state in the notification and the Contractor shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Contractor under the terms of this Agreement.

ARTICLE 21 – EXCUSABLE DELAYS

The Contractor shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the Contractor's control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the County's ommissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions.

If delay is caused by the failure of the Contractor's subcontractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of the Contractor and its subcontractor(s) and is without the fault or negligence of either of them, the Contractor shall not be deemed to be in default.

Upon the Contractor's request, the County shall consider the facts and extent of any delay in performing the work and, if the Contractor's failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the County's right to change, terminate, or stop any or all of the Work at any time.

ARTICLE 22 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Contractor shall deliver to the County for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the County under this Agreement.

All written and oral information not in the public domain, or not previously known, and all information and data obtained, developed, or supplied by the County, or at its expense, shall be kept confidential by the Contractor and shall not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Agreement, or at the County's expense, shall be and remains the County's property and may be reproduced and reused at the discretion of the County.

The County and the Contractor shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

ARTICLE 23 – INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent Contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to the Contractor's sole direction, supervision, and control.

The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent Contractor and not as employees or agents of the County. The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 24 – CONTINGENT FEES

Pursuant to Section 287.055(6), Florida Statutes, the Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

Violation of this section shall be grounds for termination of this Agreement. If this Agreement is terminated for violation of this section, the County may deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or other consideration.

ARTICLE 25 – ACCESS AND AUDITS

The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.

ARTICLE 26 – NONDISCRIMINATION

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

ARTICLE 27 – ENTIRETY OF CONTRACTUAL AGREEMENT

The County and the Contractor agree that this Agreement, signed by both parties sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the County, and the Contractor.

ARTICLE 28 – ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 29 – COMPLIANCE WITH APPLICABLE LAWS

Both the County and the Contractor shall comply with any and all applicable laws, rules, regulations, orders, and policies of the County, State, and Federal Governments.

ARTICLE 30 – AUTHORITY TO PRACTICE

The Contractor hereby represents and warrants that it has and shall continue to maintain all licenses and approvals required to conduct its business, and that it shall at all times, conduct its business activities in a reputable manner.

ARTICLE 31 – SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 32 - AMENDMENTS AND MODIFICATIONS

No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

The County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the County's notification of a contemplated change, the Contractor shall: (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the County of any estimated change in the completion date; and (3) advise the County in writing if the contemplated change shall effect the Contractor's ability to meet the completion dates or schedules of this Agreement. If the County instructs in writing, the Contractor shall suspend work on that portion of the project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a Change Order for changes, or a contract change order, if the original contract is to be changed or amended the Contractor shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

ARTICLE 33 – FLORIDA LAW & VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in St. Johns County, Florida.

ARTICLE 34 – ARBITRATION

The County shall not be obligated to arbitrate or permit any arbitration binding on the County under any of the Contract Documents or in connection with the project in any manner whatsoever.

ARTICLE 35 - NOTICES

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

St. Johns County Purchasing Department
Attn: Leigh A. Daniels, CPPB, Assistant Purchasing Manager
500 San Sebastian View
St. Augustine, FL 32084

and if sent to the Contractor shall be mailed to:

Utility Services Associates, LLC (USA)
Attn: Robert G. Brown
3635 River Road
Theodore, AL 36582

ARTICLE 36 - HEADINGS

The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

ARTICLE 37 -PUBLIC RECORDS

- A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- B. In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:
- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
 - (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
 - (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 500 San Sebastian View, St. Augustine, FL 32084, (904) 209-0805, publicrecords@sjcfl.us

ARTICLE 38 – USE OF COUNTY LOGO

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Contractor may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval St. Johns County, Florida.

ARTICLE 39 – SURVIVAL

It is explicitly noted that the following provisions of this Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Truth-in-Negotiation; (2) Federal and State Taxes; (3) Insurance; (4) Indemnification; (5) Access and Audits; (6) Enforcement Costs; and (7) Access to Records.

ARTICLE 40 – AUTHORITY TO EXECUTE

Each party represents that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative shown below.

IN WITNESS WHEREOF, authorized representatives of the COUNTY, and CONTRACTOR have executed this Contract Agreement on the day and year below noted.

ST. JOHNS COUNTY, FL:

CONTRACTOR:

Leigh A. Daniels, CPPB, Assistant Purchasing Manager
Printed Name & Title County Representative

Utility Services Associates, LLC
Company Name

Signature County Representative

Signature of Contractor Representative

Date of Execution

Printed Name & Title

ATTEST:
ST. JOHNS COUNTY, FL
CLERK OF COURT

Date of Execution

Deputy Clerk

Date of Execution

LEGALLY SUFFICIENT

Deputy County Attorney

Date of Execution



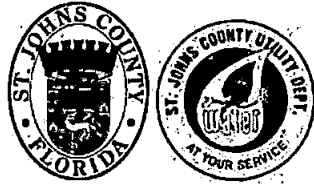
UTILITY SERVICES ASSOCIATES, LLC

"Delivering the Future of Meter Reading to Utilities Today!"

**Technical & Data Mgmt. Deployment Services SubContract
Statement of Work Proposal# SJCF-5**

To

St. Johns County, FL



**St. Johns County Board of County Commissioners
ST. JOHNS COUNTY UTILITY DEPT.
1205 State Rd 16,
St. Augustine, FL 32084-8646**

**SENSUS FlexNet
AMR-AMI Meter Upgrade Project**

PRESENTED:

April 27, 2020

(Terms, conditions & rates applicable to this SOW only)
Bob Brown, Gen. Mgr. & Contracts Administrator
UTILITY SERVICES ASSOCIATES, LLC
3635 River Road
Theodore, AL 36582
501-590-5045
usametering@live.com

Executive Summary

Utility Services Associates ("**USA**") herewith submits this Statement of Work and per-unit pricing quote to provide Subcontract Technical and Data Mgmt. services for the St. Johns County, FL ("**SJCFL**") AMI Metering Upgrade Project for your consideration.

Clear procedures, shared timelines, and strong communications are essential to assuring a successful project. Further, a successful and satisfactory project requires interaction of each of the parties as a Team, with each Team member fulfilling specific responsibilities in a diligent and timely manner. This Statement of Work will define the project's scope and the responsibilities of each party as they pertain to the services being provided.

Quote To (Owner-Primary):	St Johns County, FL (" SJCFL ") or ("County")
Deployment Sub-Contractor:	Utility Services Associates, LLC (" USA ")
Manufacturer/s	Sensus (a Xylem company) (" SENSUS ")
USA Data Hosting Sub:	Computer Network, Inc. (" CNI ") (WO Mgmt. App& Remote Hosting Svc.)
Tentative Project Duration:	(±60)Calendar Days (or as otherwise negotiated) [May be renewed annually by mutual consent.]
Tentative Start Date:	±May 28, 2020(or as otherwise negotiated)

General Work Requirements

USA will dedicate resources for the proposed project upon mutual agreement of terms defined within this Statement of Work.

SJCFL, or the manufacturer, or its distributor shall provide and deliver all project materials and supplies (e.g. – meters, meter gaskets/washers, MXUs, or ancillary components) to a secure material storage location to be provided by **SJCFL**. As required, **SJCFL** shall also provide any Utility-specific register or endpoint programming parameters or configuration (F-L 2577 file) for upload into SENSUS® Field Logic® on **USA**'s Nomad HHDs.

As required, **SJCFL** shall supply all relevant route file information to **USA** of affected services in suitable electronic format for import into **USA**'s WO Mgmt. system at least 10 business days in advance of project start. If **SJCFL**'s Billing/CIS software has mass-update/import functionality, **SJCFL** shall also confirm the lay-out and parameters of desired "Export file" formatting for daily import into its Billing/CIS system (i.e. - "fixed-width text"), and shall test **USA** sample Export(s) to be submitted well in advance of project start as needed to assure proper formatting.

SJCFL should import/input return data into its billing/CIS database in a timely fashion and regularly perform test reads of completed service locations. **USA** should be notified promptly of any **USA** issues requiring correction to assure a high level of Quality Control.

Project Scope

Field Services: As coordinated between **SJCFL** and **USA** Project Manager, **USA** shall, during a single pass through each **SJCFL** route, provide Subcontract Technical and Data services to exchange/replace existing Sensus Smartpoints only ("**MXU**" Work Order),or Water Meters only ("**MTR**" Work Order),or both meter and smartpoint ("**MCH**" Work Order) with current version of Sensus 520M Smartpoints and either Sensus iPerl (≤1") or Sensus Omni (1.5" / 2") water meters of same size and "lay-length" at assigned service locations. In performance of each WO Type **USA**, shall additionally program or reprogram (deactivate/reactivate) the corresponding Sensus 520M MXU's using SENSUS® Field-Logic app and configuration file. Removed MXUs and meters are to be placed in empty Sensus meter packaging and returned to an **SJCFL**-designated storage location for disposition by **SJCFL**.

Data Services: **USA** shall collect and return daily Work-Order completion data via email to **SJCFL**-designated recipients each morning for the previous day's activities in the following format(s):

3. "Export file" - in file format previously prescribed by **SJCFL** (i.e. "fixed-width text") for mass daily update of its Cogsdale Billing/CIS system; and/or
4. "S-O Rpt" (Service-Order Report) - in MS Excel compatible spreadsheet format (*.csv, *.xlsx, etc.) which, in addition to all "Export file" data from the corresponding date, will or may include other pertinent service location info (e.g. - USA WO#, USA WO Type, any Ancillary Item#(s) completed, SNR value, Site audit info, Meter exchange Date/Time, USA Op ID, etc.).

Base-Rate and Discount Pricing

As a previous client of **USA**, and as incentive to **SJCFL** to allow **USA** to schedule performance of the project activities generally between May. 28, 2020 and Sep28, 2020, eligibility for "valued client" discount pricing as follows is offered to **SJCFL** strictly contingent upon prompt-payment of each project invoice in accordance with Payment Terms outlined herein.

Item #	Est. Quantity	Description (Labor & Services Only)	Base Rates (ea)	Discount Rates(*)
1	± 857	[MCH] Exchange 3/4" Sensus iPerl Meters & MXUs	\$ 40.60	\$ 38.57
2	± 21	[MCH] Exchange 1" Sensus iPerl Meters & MXUs	\$ 41.60	\$ 39.52
3	± 5	[MCH] Exchange 1.5" Sensus Omni Meter & MXUs	\$ 258.20	\$ 245.29
4	± 10	[MCH] Exchange 2" Sensus Omni Meters & MXUs	\$ 280.00	\$ 266.00
5	± 1,126	[MTR] Exchange 3/4" Sensus iPerl Meters[& Reprogram existing MXUs]	\$ 35.80	\$ 34.01
6	± 16	[MTR] Exchange 1" Sensus iPerl Meters[& Reprogram existing MXUs]	\$ 37.00	\$ 35.15
7	± 3	[MTR] Exchange 1.5" Sensus Omni Meters[& Reprogram existing MXUs]	\$ 252.80	\$ 240.16
8	± 10	[MTR] Exchange 2" Sensus Omni Meters[& Reprogram existing MXUs]	\$ 275.20	\$ 261.44
9	± 0	[MXU] Exchange & Program Sensus 520M SP MXUs (or each DP MXU Port)	\$ 21.60	\$ 20.52
10a	1	Electronic Data Mgmt. (Prjct dB setup on server)	\$ 633.60	\$ 601.92
10b	± 2,048	Electronic Data Mgmt. (Collection, Hosting, Export) ⁽¹⁾	\$ 1.20	\$ 1.14
11	(***)	Assigned WO visits/audits (ADT) w/o Meter install for reasons indicated.	\$ 19.60	\$ 18.62
12	As Req'd(**)	Excess Mobilization Charges (Prjct Sign/s; Spelty.Ins; Bonds; Licenses; etc.)	TBD	No Discount
13	(****)	USA Labor Rate per man hr. / (Stand-by Rate = +30%)	\$ 55.60(\$72.28)	\$52.82(\$N/D)

(*Discount Pricing Eligibility: "Discount Rates" quoted above include a 5% prompt-payment discount off Base Rate pricing applicable on an invoice-per-invoice basis only to invoices paid in full accord with payment terms defined in "Terms and Conditions" below.

(***)Audit only WO's (ADT): Assigned Service location audits/visits where USA is unable to perform Meter/ MXU install for reasons outside USA control. No Charge is assessed for WO's where USA is provided min. 24 hr. advance notice to Skip WO (SKP).

(****)USA Stand-by Labor Rate: (See SJCFL Responsibilities Section regarding project delays)

Utility Services Associates ("USA") Responsibilities

USA will furnish all labor, tools, and equipment supplemental to the Project Materials and Supplies that shall be supplied by SJCFL as necessary for the proper and satisfactory performance of the SubContract Services. USA will provide all Services typically required in the industry for the type of Services contracted and in accord with the provisions of attached "Exhibit B", as applicable.

In addition to a daily Export File, USA will submit Daily SO Reports documenting all closed WO's for Acceptance by SJCFL in support of monthly invoicing. Additionally, periodic Project Status Summary and Inventory Management Reports shall be submitted to SJCFL designated recipients. ⁽¹⁾Required return of multiple daily Export files for each different WO Type will incur a \$0.40 per service increase in the Item #10Base Rate for each additional daily Export.

USA will designate one or more persons to be the Project Manager and who will be the authorized representative(s) of USA in connection with Services on site. Any desired contract change-orders, overall project scheduling changes, or electronic data return or reporting changes shall be directed to USA's General Manager as Contract Administrator.

Subject to the "Acceptance and Authorization" limitation herein, and assuming data transfer formats and procedures between SJCFL and USA have been arranged and tested, USA will commence the Services immediately upon being notified by SJCFL that all project materials are on-site, or as otherwise expressly agreed by USA and SJCFL to reasonably accommodate SJCFL billing cycles. However, in no event shall a commencement date be established which precedes delivery of all project material and confirmation of RF functionality in the target project area.

USA will diligently cooperate with SJCFL and SENSUS (as req'd) as a member of the Project Team to help assure

satisfactory completion of the Project.

USA will procure local business licensing(**) as may be required for activities involving the exchange of water meter appliances/appurtenances and installation/programming of endpoint transmitters. Special, Local or State level licensing requirements that, in **USA's** sole discretion, exceed the scope of project requirements shall invalidate this SOW proposal.

USA will maintain appropriate levels of insurance coverage (generally accepted industry standards) throughout the course of the project, including general and vehicle liability, and worker's compensation. Upon request, **USA** will provide a Certificate of Liability Insurance (Acord 25 form) naming as ⁽¹⁾Additional Insured(s) **SJCFL** as set forth therein. Special or inordinate coverage and/or limit requirements will result in either a per unit increase in the quoted Base Rates or an insurance surcharge equal to increased insurance costs.

(1) Note that a fully executed Contract incorporating this SOW must be executed and returned to USA for "Additional Insured(s)" coverage to apply.

St Johns County("SJCFL")Responsibilities

SJCFL will be responsible for coordinating reasonable scheduling with **USA** and for providing accurate information in a timely manner. **SJCFL** shall designate a representative who will be the **SJCFL** Project Manager and who will be fully acquainted with the Work and Services and will be reasonably accessible to **USA**. The Utility Project Manager will have the authority to make decisions on behalf of **SJCFL**. **SJCFL** shall provide **USA** with all information reasonably pertinent to performance of the Project.

SJCFL shall confirm RF coverage and functionality within the project zone prior to project start, and will either provide RNI access to **USA's** Project Manager to enable daily QA of previous day change-outs, or shall provide and/or perform other effective QA monitoring with timely confirmation to **USA** of proper meter and endpoint functionality.

SJCFL will be responsible for any and all expenses assessed by its billing system provider related to data file transfers to and from the Utility Billing System. **SJCFL** will provide accurate customer account data necessary for **USA** to perform Services, and will provide such data in a timely manner. **SJCFL** will also be responsible for all activities related to updating customer account records with the data received from **USA** in a prompt manner to help assure effective Quality Control.

If **SJCFL** elects to manage inventory and check meters and/or MXUs, etc. out to **USA**, warehouse access, check-out / check-in times and procedures, as well as adequate supply of ancillary components, if any, should be closely coordinated between the **SJCFL** and **USA** as necessary to assure unimpeded work progression and timely project completion. To assist in assuring meter tracking and accountability within completed routes, meters should be issued to USA daily in ascending SN sequence beginning with lowest SN first. MXUs are packaged by manufacturer with random SNs in no particular order and are therefore not installed in any SN sequence.

SJCFL shall supply all Project Materials and Supplies required for performance of any approved Ancillary (Add-On) Item Services by **USA** to be billed directly to **SJCFL** and which are to remain with **SJCFL**. All Ancillary Project Materials and Supplies shall be issued to **USA** in sufficient quantities to assure adequate truck inventories to fully maintain **USA's** daily install rates.

SJCFL agrees to a reasonable per unit "Base Rate" pricing adjustment to Item# 13 equivalent to no less than **USA's** current Base labor rate per man/hour plus 30% (as a "MARR(*) Stand-by rate"), in the event of, and for the duration of, project suspension or other impediment to timely completion not caused by the actions or inactions of **USA** or by inclement weather, and occurring after a Commencement Date has been established, whether caused by **SJCFL**, its product distributor(s), manufacturer(s), contractors, or others.

(*)Minimum Acceptable Rate of Return

SJCFL will cooperate with **USA** as a member of the Project Team to help assure satisfactory completion of the Project.

General Assumptions

USA unit pricing is also predicated on the following general assumptions. Project conditions substantially contrary to these assumptions and not addressed in approved Project Scope Items above will incur reasonable additional charges or adjustment to **USA's** quoted unit pricing as negotiated between the parties. Alternatively, service locations where conditions are inconsistent with these General Assumptions may, at **USA's** sole discretion, be removed from the list of services assigned to **USA** and remanded to **SJC Utility Dept.** for completion by County personnel. **SJCFL**, as applicable, will be responsible for assuring that:

- **SJCFL** permission shall not be unreasonably withheld for **USA** crew/s to work up to 10 hours per day (between 7AM & 6PM) Monday through Saturday as deemed necessary or as otherwise agreed to by **USA's** Project Manager. However, **USA** crew personnel shall observe all St Johns County Holidays as listed in "Exhibit A" below and perform no meter exchanges on such holidays except under the express written direction of the **SJCFL** Project Manager:
- **SJCFL** shall be solely responsible for any required advance notifications of impending meter exchanges, etc. to customer. Meter exchanges by appointment will be required only as needed for "special needs" customers (e.g: hospitals, nursing homes, schools, restaurants, etc.)
- The project shall generally be organized so as to allow **USA** to perform all assigned activities in each project route to completion, to the extent possible, during a single pass before moving to the next route, except that meters >1" may be scheduled independently of, and billed separately from residential-sized meters at the discretion of **USA's** Project Manager.
- No arbitrary "cap" will be placed upon the daily quantity of meters or other components exchanged by **USA**.
- Meter Curb-stop, Isolation and/or Bypass valves shall work properly and are accessible without excavation.
- Meters are generally installed in standard meter boxes and not deeper than arm's length. **SJCFL** shall provide assistance via equipment and operator to remove any concrete lids from vaults of larger meters.
- Service meter boxes are not buried and can be located with reasonable effort. Meter boxes not in front of property (i.e. - at edge of ROW) are located (flagged or otherwise marked) and accessible.
- Existing meter connections ≤ 1 " include standard meter couplers (swivel meter nuts to meter ports).
- Larger meters ($\geq 1\frac{1}{2}$ ") assigned to **USA** for exchange are flange-to-flange with valves on both Inlet and Outlet sides of meter. All exchange meters are of same size and same "lay-length" as existing meters.
- **SJCFL** will provide timely assistance in locating services which cannot be located by **USA** personnel with reasonable effort and diligence, and with valve isolation of larger meters if/as needed.
- **USA** is supplied with adequate materials and supplies to perform any approved replacement or ancillary (Add-on) work desired without delay to work progression.
- Holes in meter box & vault lids are of adequate size & form to allow for proper mounting of TC/MXU mounts.
- No service location shall be assigned to **USA** where the meter and ancillary components are not the personal property of **SJCFL**, and/or where **SJCFL** has not retained the right for its personnel and agents to access, maintain, modify, upgrade or replace the meter and ancillary components at will.
- No service location shall be knowingly assigned to **USA** where it would be anticipated that the customer's plumbing system and fixtures may not withstand the necessary duration of service interruption and pressure loss to effect the assigned meter and/or ancillary component exchange and where **SJCFL** would not undertake to perform a meter and ancillary component exchange with its own personnel without identifying such location to **USA** in advance.
- (**)Only minor removal of dirt and debris from inside each meter box (up to centerline of the meter inlet and outlet) is required to effect meter exchange at each assigned service location. Additional labor charges will apply if excess clean-out not consistent with the preceding is required at greater than 1% of assigned services.
- **SJCFL** will provide **USA** with timely project performance review(s).

Change Management Process

In providing this Statement of Work and pricing, unit quantities and team member responsibilities have been assumed in regard to the scope and requirements of our proposed Services and **USA's** project Base Rate pricing is predicated on those assumptions. Any services, additions or changes requested or required beyond the Scope and Requirements outlined herein must be submitted in writing to **USA** and a new Statement of Work, Amendment, or Change-Order (as appropriate) must be drafted and approved by the parties.

Terms and Conditions

The Services outlined above will be provided on a contractual basis at the Item Base Rates following mutual agreement and signing of the contract.

On or around the 1st day of each project month, **USA** will generate and electronically submit invoicing consistent with supporting documentation provided (i.e. - Daily SO Reports) to **SJCFL** at **USA** Base Rates to the **SJCFL** Project Manager and/or other designated **SJCFL** project representative for all work & services performed in the preceding month. Payment shall be in accord with these "Terms and Conditions".

All **USA** invoices are due upon receipt. **USA** Terms of Payment for all project Invoices are Due Upon Receipt of Invoice / 5% 45 / NET 46 [e.g. - A Prompt-Payment Discount of 5% of invoiced BASE RATE SUBTOTAL is available to be deducted ONLY IF payment is received by USA within SOW Terms.], or as otherwise required by applicable prompt-payment laws of the respective project state.

"Payment" shall mean receipt-in-full of the invoiced amount less any eligible discount (excluding any contested charges) at the **USA** business office specified on the cover hereof. If an invoice payment received is postmarked by USPS more than 45 days after Invoice Date, eligibility for discounted rates on the applicable Invoice shall be void, and any discount erroneously taken will be added to subsequent invoicing. No discounting is available on "Pass-thru" charges, Special insurance "Surcharges", "Stand-by Labor" charges, etc. (e.g. -Mobilization charges including: P&P Bonds, permit/license fees, taxes, shipping & handling, etc.).

By mutual written consent of the parties, this agreement with same terms and conditions may be extended to future consecutive annual phases, subject to negotiation of pricing adjustment as justified by increases in **USA** costs supported by appropriate documentation.

Acceptance and Authorization

Terms and prices are valid for 90 days from this Statement of Work issue. Authorized signatures of both parties on such Agreement to which this Statement of Work is attached and fully incorporated by reference therein will signify acceptance of these terms and prices, and serve to authorize **USA's** engagement on this project. This SOW is incorporated into the contract.

(NOTE again that a fully executed Contract must be returned to USA to activate "additional insureds" CGL coverage.)

DISCLAIMER

Utility Services Associates, LLC ("USA") provides mass-deployment solutions via specialized Technical and Data Management services to assist public utilities with migration from manual or touch-read metering systems to AMR-AMI systems, or with upgrade of their current AMR-AMI systems in the most professional, organized and utility-friendly manner possible. Please note that USA is not a "Construction Contractor" and all personal property (electronic meters, endpoint modules, ancillary components, etc.) provided or installed by USA during the course of AMR-AMI Metering Deployment/Replacement Projects is intended to remain "(re)movable-at-will" personal property of the Client Utility and not be permanently affixed to, incorporated into or otherwise become real property. USA does not engage in furnishing tangible property and services to build, construct, alter, repair or improve real property under any AMR-AMI project.

Exhibit A



St. Johns County Offices - Holidays

No-Work 2020 Holiday Schedule

New Year's	Wednesday, January 1, 2020
Martin Luther King, Jr. Day	Monday, January 20, 2020
President's Day	Monday, February 17, 2020
Good Friday	Friday, April 10, 2020
Memorial Day	Monday, May 25, 2020
Independence Day	Friday, July 3, 2020 (& Sat. 7/04)
Labor Day	Monday, September 7, 2020
Veteran's Day	Monday, November 11, 2020
Thanksgiving	Thursday, November 26, 2020
	Friday, November 27, 2020
Christmas	Thursday, December 24, 2020
	Friday, December 25, 2020

Exhibit B

Typical USA Residential Meter Crew & Work progression

(Full Mass-Deployment Projects: Meter Change-out, AMR/AMI Endpoint programming & Data Collection process):

USA's Primary Change-out Crew/s shall generally* consist of:

(*Note: This may be modified as required to suit the specific needs of individual projects.)

- (1) **Lead person** – who shall verify each service location prior to beginning change-out and perform a "knock-and-announce" advising each customer (adult over 17) that **USA** shall begin changing out their meter within the next 30 minutes or so, but that service should not be interrupted more than 10-20 minutes (*Although this advance notice usually helps to avoid a "water-in-use" circumstance when USA Installer arrives, accommodation is offered if customer needs to complete immediate "water-in-use" activity*).

It is also recommended that, upon completion of the meter exchange by **USA**, the customer should fully open a faucet (preferably bathtub or other non-aerated faucet) in the uppermost level of the home for 2 to 3 minutes to assist in flushing any residual trapped air not removed during **USA**'s meter exchange process described below. If no one is home, a door hanger can be left at the premises: (A) Advising that their water meter has been changed; (B) Suggestion to flush any residual air through a non-aerated faucet before resuming normal use; and (C) Providing contact info in the event of any issue.

- (2-4) **Installers** – who shall, at each service location: **1.** - Confirm no current meter flow; **2.** - Turn service to the premises "OFF"; **3.** - Replace the meter; and **4.** - Open an outside hose-bib/faucet (if available) to flush air from the customer's service line before slowly returning the curb-stop to "ON" position.

NOTE: To protect both the Client Utility and USA from liability, any curb-stop/shut-off valve found to be in an "OFF" position before changing meter shall NOT be turned "ON" after change-out, even to flush the service line, except under the express written direction of the Client Utility's Project Manager!

Following the meter change-out, the Installer shall slowly open curb-stop and allow hose-bib/faucet to run full open for 2-3 minutes or until air-free, before closing hose-bib. Each Installer shall verify a leak-free install before moving to the next service location (next listed service in route read-sequence). Installer shall leave old meter beside the meter box for collection by **USA's** QA Tech.

- (1) **QA Tech/Endpoint Module Installer** – who shall again check each meter change-out to confirm proper installation and no-leak status. The QA Tech shall then mount the Endpoint module (usually to the meter box lid), verify that any debris has been removed from the pit and surrounding area, then reinstall the meter box lid after endpoint programming & data collection are complete. The QA Tech shall collect the old meter for transport and disposal.
- (1) **Programmer/Data Tech (in tandem with the Endpoint Installer)** - shall perform any necessary AMR/AMI Endpoint programming, laser scan the bar-codes of the new meter, register and endpoint module, then enter all other required data for each service location into **USA's** HHD Work-Order Mgmt. application including any required photo(s) and/or GPS coordinates. Programmer also completes a hard-copy version of project Work-Orders which are reconciled with the electronic record at the end of each workday.
- (1) **Crew Supervisor and/or Project Manager** - who supervises and coordinates the activities of all members of the Install crew to assure efficient, timely and safe work progression in compliance with contract and scheduling requirements.

In most all instances, the entire crew are within visual range of each of its members, with usually no more than 1 to 2 blocks between the Lead Person and QA Tech & Data Tech. In addition to the Crew Supervisor, the Lead Person, Programmer and QA Tech shall each carry a **USA** provided cell phone.

With reasonable notice or scheduling, **USA** can arrange Install Crew availability for early morning, evening, or Saturday change-outs for "special needs" customers. Otherwise, scheduling of routine meter exchanges "by appointment only" is not offered by **USA**.

Additional Crew(s): Depending on project scheduling requirements, either or all of the following may also be assigned:

- Additional **Install Crew(s)** may be added to accommodate an accelerated install rate or project completion schedule.
- A **Clean-out Crew** may be scheduled to precede the **Install Crew(s)** by one to two weeks.
- A **Large-Meter Crew** may be assigned to handle the more specialized requirements of large meter replacements.

GENERAL PROJECT INFO

Creation of **USA** Work-Orders (WOs) for an AMR/AMI Project Mass Meter Change-out:

In order to generate a comprehensive and complete Work-Order database for the project, the Client Utility should, at least three (3) weeks in advance of Project Start, provide **USA** with a current and accurate project data file including a complete listing of such service location information as is necessary and adequate to locate each target service location; to verify the specific meter at the service location; and to link newly acquired data to the specific customer account or unique location identifier. The file provided should be in either *.CSV, *.XLS(X) or "Fixed Width" *.TXT formats. Any other file type should be submitted and reviewed for compatibility. For larger projects, current incremental files can be provided monthly to match Route scheduling in lieu of a single project file, HOWEVER, each subsequently provided file must exactly match the agreed-upon format of the original file and be provided in a timely fashion to assure unimpeded work progression.

The listing of data for **USA's** Work-Order database should include as much of the following information as is available for each service location:

- Billing Cycle #
- Route #
- Read Sequence #
- Account # / Tap # / Location ID# (Or other unique identifier used)
- Old Register# (If different from Mtr #)
- Current AMR/AMI Endpoint ID# (If applicable)
- Meter Read-resolution (# Dials to read/return from decimal)
- GPS Coordinates, if available
- Customer Name (Optional)
- Service Location Address
- Old Meter #
- Meter Size
- Meter Type (As relevant)
- Location Notes of Record

Project Organization & Scheduling:

The Client Utility's Cycle, Route and Read Sequence numbers are used to assist in organizing a rational route-by-route change-out schedule with the Utility intended to avoid or minimize interference with the Utility's normal monthly meter reading and billing activities. Generally, **USA** will start and follow the Utility's established Read Sequence throughout each route to completion to minimize confusion and assure that no services are missed.

Additionally, as each route is usually comprised of a specific geographic area within the Utility's system, this procedure allows **USA** to complete that defined area and, once accepted as complete by the Utility, release it to be read by the AMR/AMI system. As common route sizes usually allow completion within only 2 to 5 days, it is recommended that Utility personnel avoid installing, replacing or pulling meters within the current work route until completed by **USA** and accepted by the Client Utility.

NOTE: Unless all larger commercial/industrial meters are in dedicated routes, it is often advantageous, for project purposes only, to split the routes into separate change-out Parts (e.g. - Part A = Residential size meters & Part B = Commercial/Industrial size meters) which can then be completed & billed independently of the other Part.

Unless otherwise established within the contract, **USA** generally submits billing on or after the 1st of each month for Work-Orders completed or otherwise closed as documented by Daily S-O Reports during the preceding month.

USA Equipment:

Meter Change-out: Although each **USA** Install Technician carries a normal compliment of tools, only wrenches designed specifically for meter change-outs (manufactured by Reed, Ridgid, etc) are used to remove and reinstall the meter to minimize any scarring or damage to the brass meter coupling nuts on 5/8" thru 1" meters. Pipe wrenches are not used on brass meter nuts.

Programming & Data Acquisition Equipment: In addition to brand-specific AMR/AMI Endpoint interface modules (e.g. - Sensus CommandLink, Aclara Serial Interface, Itron OpenWay BCR, etc), **USA** Data Technicians use **Trimble Nomad 800, 900 or 1050** series HandHeld Computing Devices (HHD) loaded with **CNI** WO Mgmt software and Manufacturer-specific programming software for data collection and to initialize RF communication between the endpoint and the AMR/AMI system and to program the AMR/AMI Endpoints with parameters specific to each utility:

e.g.

- Unique Utility ID
- RF frequency
- Units of Measure (gals, cu.ft., cu.m.)
- Transmit intervals
- Read-resolution (e.g. - tens, hundreds, thousands)
- Leak-detection settings, etc.

The customizable data validation options within **USA**'s robust Work-Order Mgmt application by **CNI**, and **USA**'s own validation procedures during data collection and post-collection data reconciliation processes helps to assure the highest levels of data accuracy.

USA's Trimble Nomads are the most rugged HHDs available and have exceptional processor speeds and memory for data storage. Each HHD is also loaded with Work-Order software developed specifically for the utility industry to help assure the accuracy and integrity of the Client Utility's data. Each **USA** Nomad is equipped with a laser barcode scanner, WWAN Networking (WiFi) & Bluetooth communication capabilities, GPS engine, digital camera, and a high capacity 15 hour battery.

Vehicles: All **USA** project vehicles are late model, regularly maintained and in good physical condition with **USA's** logo permanently and prominently displayed. Additionally, **USA** maintains a fleet of similarly logo'd off-road utility vehicles (utility ATVs) for use on projects where access or minimizing disruption of normal highway traffic is an issue. Appropriate levels of vehicle liability insurance is maintained on every licensed **USA** vehicle used on every project by reliable carriers rated "A" or better and properly qualified to provide coverage within the project state.

Exhibit C

USA LIMITED INSTALLATION SERVICES WARRANTY

Utility Services Associates, LLC ("USA") warrants to the Client Utility/Prime Contractor for a period not to exceed One (1) year against component installation fault in the provided contract services as caused only by **USA** negligence or sub-standard workmanship. Further, that component installations were performed using standard or better industry practices and procedures consistent with the respective manufacturer's current published recommended installation and/or activation procedures. **USA** specifically does not warrant against unanticipated, undesired or inaccurate data, meter register or endpoint programming, or communication issues arising from the required use of alternative, customized, and/or project-specific installation, programming and activation procedures whether or not provided in advance to **USA** and whether specifically authorized by the manufacturer in writing or not.

The **Warranty Period** for each service location installation shall, as applicable, begin on the "Completion Date" entered on the respective daily Service-Order Report or as recorded on the Route or Cycle Acceptance form signed by both **USA** and the Client Utility acknowledging completion and acceptance of all assigned service location installations within the respective Route or Cycle. This Warranty shall immediately terminate at any point prior to One year that the installed component(s), or any proximate in-line component, is modified, removed, replaced or otherwise tampered with by others.

This warranty shall, unless otherwise provided by law, be limited to either repair or reinstallation of the service location components installed by **USA** personnel (and/or damaged components that **USA** personnel directly connected to), or to reimbursement to the Client Utility, at the established contract "install" or "exchange" Unit Price, for repair or reinstallation of the affected service location components with Client Utility provided personnel, tools and equipment.

If, **prior to project completion**, a potential covered warranty issue arises, the Client Utility/Prime Contractor shall immediately notify **USA**'s Project Manager or other designated **USA** project contact of the service location and nature of the warranty issue. **USA**'s project representative shall promptly dispatch service personnel to the service location to evaluate and correct any warranty issue attributable to **USA**'s completed activities at the reported service location.

If, **after project completion**, a potential covered warranty issue arises, the Client Utility/Prime Contractor shall immediately notify **USA**'s Project Manager and/or other designated **USA** project contact of the service location and nature of the warranty issue. If the potential warranty issue appears to be a non-emergency circumstance, by mutual agreement with the Client Utility Project Manager, **USA**'s project representative shall either arrange for timely dispatch of **USA** service personnel to the service location to effect repair or reinstallation, or arrange for Client Utility personnel to remedy the warranty issue with credit or reimbursement therefor at the established (sub)contract Unit Price. Any warranty issue ultimately deemed attributable to **USA** constituting an urgent or emergency circumstance, should be remedied as soon as practicably possible by Client Utility personnel and appropriate invoicing presented to **USA** for Unit Price credit or reimbursement. In either event, the Client Utility shall collect, retain and preserve any damaged or malfunctioning components and/or related photos, usage records or other documentation for inspection and validation of such claim by **USA**. If Client Utility/Prime Contractor fails to notify **USA** in a timely manner, or to document, preserve and provide the foregoing as necessary to reasonably validate a claim for damages and give **USA** an opportunity to make correction, Client Utility/Prime Contractor shall have waived the right to require correction by **USA** and to make a claim for breach of warranty.

If, upon **USA**'s return to a service location for a reported install-related warranty issue, it is ultimately determined that either no malfunction exists, or that malfunction is the result of product failure, third-party damage, or other non-**USA** warranty circumstance, **USA** shall invoice Client Utility/Primary Contractor and be compensated for the return visit as a separate and additional Project Work-Order at the respective (sub)contract Item Unit Price.

This warranty excludes remedy for damage or failure resulting from, or contributed to by, pre-existing defect, corrosion, internal scale/rust, substandard installation/s by others, or substandard or damaged component/s installed or provided by others. Likewise, this warranty does not cover any damage or circumstance which would, more likely than not, have also occurred if the installation had been performed by Client Utility personnel instead. Except to the extent covered by law, this warranty does not include compensation for incidental or consequential damages, including "lost revenue", "lost water", erosion, etc.; or for damages, whether direct, incidental, or consequential which may reasonably be attributable to others such as: - Client Utility regulated system and line pressure; or - Pressure fluctuation caused by water hammer resulting from Client Utility operation of system isolation valves; or - Utility or Fire Department operation of nearby fire hydrants; or - Plumbing or Irrigation piping work by, or potentially attributable to customer or customer contractor(s); etc.

No warranty is offered or implied by **USA** on individual product components installed. Any warranty on products installed shall be limited to only that offered directly by, and through the specific product manufacturer to the Client Utility as Owner/Purchaser/End User. Recourse for product warranty details, limits, claims or compensation shall be directly between the Client Utility or the affected customer and the respective product manufacturer or its authorized distributor as applicable.

Extended Cost Calculation from Project Scope and Pricing Section of Statement of Work Proposal #SJCFL-5

Item #	Est. Quantity	Description (Labor & Services Only)	Base Rates (ea)	Discount Rates ^(*)	Extended Cost
1	± 857	Exchange 3/4" Sensus iPerl Meters & MXUs [MCH]	\$40.60	\$38.57	\$ 33,054.49
2	± 21	Exchange 1" Sensus iPerl Meters & MXUs [MCH]	\$41.60	\$39.52	\$ 829.92
3	± 5	Exchange 1.5" Sensus Omni Meter & MXUs [MCH]	\$258.20	\$245.29	\$ 1,226.45
4	± 10	Exchange 2" Sensus Omni Meters & MXUs [MCH]	\$280.00	\$266.00	\$ 2,660.00
5	±1,126	Exchange 3/4" Sensus iPerl Meters [& Reprogram existing MXUs] [MTR]	\$35.80	\$34.01	\$ 38,295.26
6	± 16	Exchange 1" Sensus iPerl Meters [& Reprogram existing MXUs] [MTR]	\$37.00	\$35.15	\$ 562.40
7	± 3	Exchange 1.5" Sensus Omni Meters [& Reprogram existing MXUs] [MTR]	\$252.80	\$240.16	\$ 720.48
8	± 10	Exchange 2" Sensus Omni Meters [& Reprogram existing MXUs] [MTR]	\$275.20	\$261.44	\$ 2,614.40
9a	± 0	Exchange & Program Sensus 520M SP MXUs (or each DP MXU Port) [MXU]	\$21.60	\$20.52	\$ -
9b	1	Electronic Data Mgmt (Prjct dB setup on server)	\$633.60	\$601.92	\$ 601.92
10	± 2,048	Electronic Data Mgmt (Collection, Hosting, Export) ⁽¹⁾	\$1.20	\$1.14	\$ 2,334.72
11	(***)	Assigned WO visits/audits (ADT) w/o Meter install for reasons indicated.	\$19.60	\$18.62	N/A
12	As Req'd(**)	Excess Mobilization Charges (Prjct Sign/s; Spelty.Ins; Bonds; Licenses; etc.)	TBD	No Discount	N/A
13	(****)	USA Labor Rate per man hr. / (Stand-by Rate = +30%)	\$ 55.60 (\$72.28)	\$52.82 (\$ N/D)	N/A
				Subtotal:	\$ 82,900.04
				10% Contingency:	\$ 8,290.00
				Total:	\$ 91,190.04

**REQUEST FOR APPROVAL
ST JOHNS COUNTY PURCHASING**

SUBJECT: AMI Metering Upgrade Project – Technical & Data Management Deployment Services

SUGGESTED VENDOR: Utility Services Associates, LLC

ESTIMATE: \$83,000

REASON FOR REQUEST:

PURCHASING POLICY NUMBER:

- | | | |
|--|--|---|
| A. <input checked="" type="checkbox"/> Standardization | D. <input type="checkbox"/> Only Known Supplier | G. <input type="checkbox"/> Public Safety Emergency |
| B. <input type="checkbox"/> Spare Parts | E. <input type="checkbox"/> Delay of Construction Contractor | H. <input type="checkbox"/> Time Restriction |
| C. <input type="checkbox"/> Replacement Parts | F. <input type="checkbox"/> Environmental Urgency | I. <input checked="" type="checkbox"/> Other |

BUDGET ACCOUNT NO/DESCRIPTION: 4488-56302-6265-56301

BUDGETED AMOUNT: \$100,000

See Attached

REQUISITIONER: Robby Kling *[Signature]* **DATE:** 5/15/20

DEPT. MANAGER: Frank Kenton *[Signature]* **DATE:** 5/15/20

DIVISION MANAGER: **DATE:**

PURCHASING REVIEW

- DISPOSITION:**
- A. Concur with Request
 - B. Does not concur with Request
 - C. Requires approval(s) as listed below

COMMENTS: *Single Source. requires Administrators approval per Purchasing Policy. 302.6.5.3*

BUYER: **DATE:** **PURCHASING MANAGER:** *[Signature]* **DATE:** 6/4/20

MANAGEMENT REVIEW

- DISPOSITION:**
- A. Concur with Request
 - B. Does not concur with Request

COMMENTS:

Brnd Bradley, Assistant County Administrator *[Signature]* **DATE:** 6/5/20

Joy Andrews, Assistant County Administrator **DATE:**

Hunter S. Conrad, County Administrator **DATE:**

(Use reverse side for additional comments)
Return to Purchasing when completed.

ST JOHNS COUNTY

Revised 01/08/20

JUN 08 '20

PURCHASING

St. Johns County Utility Department (SJCUD) currently utilizes Automated Meter Reading Infrastructure to remotely read its water meters throughout the service area. Part of the maintenance of our meter reading system is to systematically change out water meters and/or their radio read devices based on their age. This year we need to change out approximately 2,000 meters and/or devices.

In 2013, as part of a vendor required hardware and firmware upgrade, Utility Services Associates, LLC (USA) was contracted by Sensus, the meter manufacturer and our vendor, to change out and reprogram approximately 5,000 radio devices in our service area. In 2016, as part of the Ponte Vedra meter change out program, USA was contracted by Sensus to successfully change out over 10,000 meters and program the radio devices and provide the daily data management services needed to do mass updating to the Utilities Billing System/Customer Information System database. In 2018, as part of a meter recall from the manufacturer, once again Sensus contracted with USA to successfully change out over 4,000 meters and reprogram radio devices and provide the required data management services for daily updates of our databases. In 2019, SJCUD contracted directly with USA to successfully change out approximately 1,700 meters and reprogram radio devices and provided data management services related to the change out. USA's scope of work allowed for, by mutual written consent of the parties, the agreement to be extended to future consecutive annual phases, with the same terms and conditions, subject to negotiation of pricing adjustment as justified by increases in USA costs supported by appropriate documentation. The unit pricing in USA's proposed Scope of Work is identical to their 2019 pricing.

To continue to maintain and update our meter inventory, based on USA's familiarity with our file format and programming requirements and the success they've had installing meters and programming radio devices for SJCUD, the Utility recommends utilizing USA for this project.



St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF SINGLE OR SOLE SOURCE PROCUREMENT

St Johns County, FL
Purchasing Division
500 San Sebastian View
St. Augustine, FL 32084
Office: (904) 209-0150

Sole/Single Source No: SS No: 20-60

Date Posted: May 119, 2020

Written Response due: June 3, 2020 by or before 4:00PM

RESPONSES SUBMITTED TO:

Name: David E. Pyle

Email Address: dpyle@sjcfl.us

Phone Number: (904) 209-0148

This is NOT a formal solicitation (RFB, RFP, RFQ) and there are no solicitation documents available. A contract or purchase order is proposed for the product(s) or service(s) identified below. St Johns County, FL, intends to negotiate and award a PO or contract to the vendor indicated in accordance with Florida State Statute 287.057(5)(c) and 120.57(3). Any responses received as a result of this Notice shall be considered solely for the purpose of determining whether an equivalent product or service can be provided by alternative source(s), which may warrant a competitive solicitation. Responses will NOT be considered as proposals, bids or quotes.

PRODUCT/SERVICE REQUIRED:

Remove and Replace Water Meters and Program Data Management System

DESCRIPTION:

Field Services: As coordinated between St Johns County Utility Department and USA Project Manager, USA shall, during a single pass through each SJCFL route, provide Subcontract Technical and Data services to exchange/replace existing Sensus Smartpoints only (Work Order), or Water Meters only (Work Order), or both meter and smartpoint (Work Order) with current version of **Sensus 520M** Smartpoints and either **Sensus iPerl** ($\leq 1"$) or **Sensus Omni** ($1.5" / 2"$) water meters of same size and "lay-length" at assigned service locations. In performance of each WO Type USA, shall additionally program or reprogram (deactivate/reactivate) the corresponding **Sensus 520M** MXU's using Sensus Field-Logic app and configuration file. Removed MXUs and meters are to be placed in empty **Sensus** meter packaging and returned to an SJCFL-designated storage location for disposition by SJCFL.

Data Services: USA shall collect and return daily Work-Order completion data via email to SJCFL designated recipients each morning for the previous day's activities in the following format(s):

1. **"Export file"** - in file format previously prescribed by SJCFI for mass daily update of its Cogsdale Billing/CIS system; and/or
2. **"S-O Rpt" (Service-Order Report)** - in MS Excel compatible spreadsheet format which, in addition to all "Export file" data from the corresponding date, will or may include other pertinent service location info.

INTENDED SINGLE SOURCE CONTRACTOR/VENDOR:

Utility Services Associates, LLC (USA)

PROPOSED BUDGET (FY20): \$100,000.00

PROPOSED CONTRACT/PURCHASE TERM:

1 year agreement with 2 one year renewable options

JUSTIFICATION FOR SOLE/SINGLE SOURCE:

The vendor is the vendor of record for replacement of the meters and programming and as the vendor of record they are directly knowledgeable of equipment and programming of the meters making USA the best suited to provide the service and by using their service the County is able to directly reduce items costs. USA, LLC is select by the manufacturer (Sensus USA) as the company for services of their equipment within Florida.

RESPONSE TO SOLE/SINGLE SOURCE:

Firms/Vendors who are capable of providing an equivalent product and/or service as stated herein may submit the following, in writing: Company Name, address, point of contact, contact information (phone #, email, etc.) and statement, description and/or capability to provide an equivalent product/service and cost. Responses shall be submitted to the Point of Contact shown above, by or before the due date provided herein. Responses received after the provided due date shall not be considered.

SPECTIFICATIONS:

Item #	Est. Quantity	Description (Labor & Services Only)	Base Rates (ea)
1	± 857	[MCH] Exchange 3/4" Sensus iPerl Meters & MXUs	\$
2	± 21	[MCH] Exchange 1" Sensus iPerl Meters & MXUs	\$
3	± 5	[MCH] Exchange 1.5" Sensus Omni Meter & MXUs	\$
4	± 10	[MCH] Exchange 2" Sensus Omni Meters & MXUs	\$
5	± 1,126	[MTR] Exchange 3/4" Sensus iPerl Meters[& Reprogram existing MXUs]	\$
6	± 16	[MTR] Exchange 1" Sensus iPerl Meters[& Reprogram existing MXUs]	\$
7	± 3	[MTR] Exchange 1.5" Sensus Omni Meters[& Reprogram existing MXUs]	\$
8	± 10	[MTR] Exchange 2" Sensus Omni Meters[& Reprogram existing MXUs]	\$
9	± 0	[MXU] Exchange & Program Sensus 520M SP MXUs (or each DP MXU Port)	\$
10a	1	Electronic Data Mgmt. (Prjct dB setup on server)	\$
10b	± 2,048	Electronic Data Mgmt. (Collection, Hosting, Export)	\$
11		Assigned WO visits/audits (ADT) w/o Meter install for reasons indicated.	\$
12		Excess Mobilization Charges (Prjct Sign/s; Spclty.Ins; Bonds; Licenses; etc.)	\$
13		USA Labor Rate per man hr.	\$