



City of Sacramento City Council

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915 I Street, Sacramento, CA, 95814
www.CityofSacramento.org

Meeting Date: 1/8/2013

Report Type: Consent

Title: Cooperative Purchase Agreement: Sewer Inspection Vehicle

Report ID: 2013-00004

Location: Citywide

Recommendation: Pass a Resolution authorizing the City Manager or the City Manager's designee to: 1) decrease the expenditure budget in the Department of Utilities operating budget (Wastewater Fund, Fund 6006) in the amount of \$220,633; 2) increase the expenditure budget in the Department of Utilities multi-year operating project for replacement vehicles and equipment (106013141, Wastewater Fund, Fund 6006) in the amount of \$220,633; and 3) increase the revenue and expenditure budgets in the Department of General Services (Fleet Fund, Fund 6501) in the amount of \$220,633; and Pass a Motion: 1) approving the use of the Houston Galveston Area Council (HGAC) cooperative purchase agreement (Contract No. SC01-12) with Elxsi dba Cues for the purchase of one sewer inspection vehicle in an amount not to exceed \$220,633; and 2) resetting the City Manager's administrative authority for modifications to the revenue and expenditure budgets.

Contact: Keith Leech, Fleet Manager, (916) 808-5869, General Services Department

Presenter: None

Department: General Services Dept

Division: Fleet Management Admin

Dept ID: 13001311

Attachments:

- 1-Description/Analysis
- 2-Attachment A-Price Comparison
- 3-Contract
- 4-Resolution

City Attorney Review

Approved as to Form
Kourtney Burdick
1/2/2013 3:27:35 PM

City Treasurer Review

Reviewed for Impact on Cash and Debt
Russell Fehr
12/10/2012 12:01:17 PM

Approvals/Acknowledgements

Department Director or Designee: Keith Leech - 12/27/2012 11:04:03 AM

Sandra Talbott, Interim City Attorney

Shirley Concolino, City Clerk
John F. Shirey, City Manager

Russell Fehr, City Treasurer

Description/Analysis

Issue: The Department of General Services, Fleet Management Division has a customer requirement to purchase one additional sewer inspection vehicle for the Department of Utilities (DOU). As a result of expanding regulatory requirements and recent litigation by the California Sportfishing Protection Alliance, DOU will be required to significantly increase wastewater collection system inspection activities. Without the recommended purchase, DOU will be unable to meet the increased inspection requirements.

Policy Considerations: The recommendations in this report are in accordance with: 1) City Code Section 3.56.240, which states that the City Manager may, by cooperative purchase agreements approved by City Council, purchase supplies or nonprofessional services through contracts of other governmental jurisdictions without separate competitive bidding, where it is advantageous to the City; and 2) Resolution No. 2010-346 prohibiting the City from entering into any contract to purchase goods or services from any business or entity headquartered in Arizona.

Economic Impacts: None

Environmental Considerations:

California Environmental Quality Act (CEQA): No environmental review is necessary because the recommendations in this report involve the purchase of a City vehicle and are not considered to be a project in accordance with Section 15378(b)(2) of the CEQA Guidelines.

Sustainability: The recommended purchase is consistent with the Fleet Sustainability Policy adopted by City Council on February 16, 2010 (Resolution No. 2010-083). The 2012 or newer model year diesel-powered vehicle to be purchased under the recommended contract will be California Air Resources Board and United States Environmental Protection Agency certified. Model 2012 heavy duty diesel engines feature a 98.8 percent reduction of particulate matter and a 99.8 percent reduction of nitrogen oxides when compared to earlier model year vehicles.

Commission/Committee Action: None

Rationale for Recommendation: The Department of General Services, Fleet Management Division has a customer requirement to purchase one additional sewer inspection vehicle for DOU. As a result of expanding regulatory requirements and recent litigation by the California Sportfishing Protection Alliance, DOU will be required to significantly increase wastewater collection system inspection activities. Without the recommended purchase, DOU will be unable to meet the increased maintenance requirements. The vehicle to be purchased is configured with state-of-the-art pipe inspection cameras and technology that meet the requirements of current City software. DOU uses this technology to determine maintenance frequencies and replacement schedules resulting in cost savings to the City.

In an ongoing effort to maximize cost savings and staff resources, many government agencies share contracting efforts through cooperative purchasing. This procurement approach increases pricing competitiveness and lowers operating costs through volume buying. When comparing the administrative costs of procurement, staff considers product research, source selection, specifications, advertising, staff reports, awarding, protest, and administration of the contract. It is often more cost-effective to eliminate the cost and time spent on these

administrative processes and purchase items and services through a cooperative purchasing program.

The City has used both regional and national cooperative purchase agreements to complement its own contracting initiatives. Cooperative purchasing enables City departments and the Procurement Services Division to evaluate a broader range of contracting opportunities and to share resources with other jurisdictions. Cooperative purchasing also leverages internal and external resources to maximize cost savings opportunities for the City.

Financial Considerations: The recommended purchase of one sewer inspection vehicle and related equipment in an amount not to exceed \$220,633 (base price of the vehicle is \$75,136, plus the options identified in Exhibit A, plus sales tax, plus a delivery charge, for a total of \$220,633) will be made from the Department of General Services operating budget (Fleet Fund, Fund 6501) and charged to the DOU multi-year operating project (MYOP) for replacement vehicles and equipment (106013141, Wastewater Fund, Fund 6006). This purchase will be funded by money already appropriated in the DOU FY2012/13 operating budget (Wastewater Fund, Fund 6006). Upon completion of the recommended budget adjustments, sufficient funds will be available in the FY2012/13 Department of General Services operating budget and the DOU MYOP to make the recommended purchase. Sufficient funding exists in the DOU FY2012/13 operating budget to support the recommended budget transfer.

Emerging Small Business Development (ESBD): Cooperative purchase agreements are created, evaluated and awarded by other government agencies that may or may not have similar emerging and small business programs. However, the Department of General Services, Fleet Management and Procurement Services Divisions will consider other alternatives if it is determined that using cooperative contracts may have a negative impact on small businesses. Elxsi dba Cues is not certified with the City as an emerging/small business.



**CITY OF SACRAMENTO HIGH CUBE VAN HGAC CONTRACT SC01-12
PRICE COMPARISON**

				HGAC PRICING	LIST PRICING
Hi Cube Van				\$75,136.00	\$97,288.35

PUBLISHED OPTIONS

OZ III camera in lieu of mainline camera	\$3,600.00	\$4,615.00
Ford E450 chassis and body	\$29,327.00	\$37,598.00
padded bench seat	\$547.00	\$701.00
rear monitor	\$1,771.00	\$2,270.00
pedestal crane	\$3,200.00	\$3,200.00
Lonseal Lonplate flooring	\$1,600.00	\$2,051.00
USIII transporter in lieu of US21	\$3,300.00	\$4,230.00
washdown system/workbench in equipment room	\$2,700.00	\$3,461.00
PACP module	\$2,950.00	\$2,950.00
200' addt cable	\$920.00	\$1,180.00
Evolution II Interior	\$1,960.00	\$2,512.00
GXP system	\$20,153.00	\$25,837.00
kemlite wall covering	\$1,200.00	\$1,538.00
summit system upgrade	\$5,900.00	\$7,564.00
auto payout	\$3,400.00	\$4,358.00
wired and wirless controllers	\$630.00	\$807.00
addt training	\$653.00	\$653.00
enhanced support	\$2,000.00	\$2,000.00

UNPUBLISHED OPTIONS

transporter storage drawer	\$1,395.00	\$1,788.00
Safe entry exit bumper	\$3,350.00	\$4,294.00
custom restroom with sink	\$4,500.00	\$5,769.00
LED traffic advisors (2)	\$1,990.00	\$2,551.00
lockable metal storage cabinet	\$795.00	\$1,019.00
ambient lighting package	\$3,905.50	\$5,007.00
kickplate 2 drawer storage	\$1,795.00	\$2,301.00
whelen surface mount strobe system	\$1,835.00	\$2,352.00
Hide away strobe system for headlights/tail lights	\$1,364.00	\$1,748.00
custom viewing room interior with closet/file cabinet	\$5,684.50	\$7,287.00
air compressor with exterior storage compartment	\$2,387.00	\$3,060.00
custom equipment room/tool chest/workbench/shelving	\$11,767.00	\$15,085.00
delivery	\$3,285.00	\$3,285.00

SUB-TOTAL

\$205,000.00	\$260,359.35
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NOTE	ITEMS IN YELLOW ARE AT A FIXED COST EITHER BECAUSE THEY ARE PURCHASED FROM A MANUFACTURE OR THAT IS THEIR COST AND THEY CANNOT BE DISCOUNTED
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PRICING DOES NOT INCLUDE SALES TAX



A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
ELXSI DBA CUES
Orlando, Florida

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Elxsi dba Cues** hereinafter referred to as the **CONTRACTOR**, having its principal place of business at 3600 Rio Vista Avenue, Orlando, Florida 32805.

ARTICLE 1: **SCOPE OF SERVICES**

The parties have entered into a **Sewer Cleaning, Hydro-Excavating, Inspection Equipment & Miscellaneous Services** Contract to become effective as of **January 1, 2012**, and to continue through **December 31, 2014** (the “Contract”), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of **Sewer Cleaning, Hydro-Excavating, Inspection Equipment & Miscellaneous Services** offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell **Sewer Cleaning, Hydro-Excavating, Inspection Equipment & Miscellaneous Services** through the **H-GAC** Contract to **END USERS**.

ARTICLE 2: **THE COMPLETE AGREEMENT**

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No:SC01-12, including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No:SC01-12, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: **LEGAL AUTHORITY**

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: **APPLICABLE LAWS**

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: **INDEPENDENT CONTRACTOR**

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: **END USER AGREEMENTS**

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR**.

ARTICLE 7:**SUBCONTRACTS & ASSIGNMENTS**

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC**. **H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 8:**EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9:**REPORTING REQUIREMENTS**

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10:**MOST FAVORED CUSTOMER CLAUSE**

If **CONTRACTOR**, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **CONTRACTOR** shall notify **H-GAC** within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER**. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to **H-GAC**.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. *EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/ proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 11:**SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12:**DISPUTES**

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the **CONTRACTOR** and an **END USER**, **CONTRACTOR's** total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify

H-GAC described in Article 14, is limited to the price of the particular products/services sold hereunder, and **CONTRACTOR** agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will **CONTRACTOR** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. **CONTRACTOR** understands and agrees that it shall be liable to repay and shall repay upon demand to **END USER** any amounts determined by **H-GAC**, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will **H-GAC** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless **H-GAC**, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of **CONTRACTOR's** negligent act or omission under this Contract. **CONTRACTOR** shall notify **H-GAC** of the threat of lawsuit or of any actual suit filed against **CONTRACTOR** relating to this Contract.

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of **CONTRACTOR** to comply with the terms and/or conditions of the Contract; provided that **H-GAC** shall give **CONTRACTOR** written notice specifying **CONTRACTOR'S** failure. If within thirty (30) days after receipt of such notice, **CONTRACTOR** shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then **H-GAC** may, at its option, place **CONTRACTOR** in default and the Contract shall terminate on the date specified in such notice. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation was received by **CONTRACTOR**.

ARTICLE 16: TERMINATION FOR CONVENIENCE

Either **H-GAC** or **CONTRACTOR** may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. **CONTRACTOR** may be entitled to payment from **END USER** for services actually performed; to the extent said services are satisfactory to **END USER**. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation is received by **CONTRACTOR**.

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by **H-GAC**, the State of Texas, and the acts and regulations of any funding entity. **CONTRACTOR** agrees to notify **H-GAC** of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase. **CONTRACTOR** shall immediately notify **H-GAC** of such disputes.

ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to **END USERS** based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable **H-GAC** order processing charge. On notification from an **END USER** that an order has been placed with **CONTRACTOR**, **H-GAC** will invoice **CONTRACTOR** for the applicable order processing charge. Upon delivery of any product/service by **CONTRACTOR** and acceptance by **END USER**, **CONTRACTOR** shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay **H-GAC** the full amount of the applicable order processing charge, whether or not **CONTRACTOR** has received an invoice from **H-GAC**. For sales made by **CONTRACTOR** based on this contract, including sales to entities without Interlocal Contracts, **CONTRACTOR** shall pay the applicable order processing charges to **H-GAC**. Further, **CONTRACTOR** agrees to encourage entities who are not members of **H-GAC's** Cooperative Purchasing Program to execute an **H-GAC** Interlocal Contract. **H-GAC** reserves the right to take appropriate actions including, but not limited to, contract termination if **CONTRACTOR** fails to promptly remit **H-GAC's** order processing charge. In no event shall **H-GAC** have any liability to **CONTRACTOR** for any goods or services an **END USER** procures from **CONTRACTOR**.

ARTICLE 20:

LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER's** purchase order is placed.

ARTICLE 21:

PERFORMANCE BONDS FOR INDIVIDUAL ORDERS

Except as described below for fire apparatus, **CONTRACTOR** agrees to provide a Performance Bond at the request of **END USER** within ten (10) days of receipt of **END USER's** purchase order.

It shall be standard procedure for every order received for fire apparatus that a Performance Bond in the amount of the order be provided to the **END USER**. Failure of **CONTRACTOR** to provide such performance bond within ten (10) days of receipt of **END USER's** order may constitute a total breach of contract and shall be cause for cancellation of the order at **END USER's** sole discretion. **END USER** may choose to delete the requirement for a Performance Bond at **END USER's** sole discretion. If the bond requirement is waived, **END USER** shall be entitled to a price reduction commensurate with the cost that would have been incurred by **CONTRACTOR** for the bond.

ARTICLE 22:

CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23:

LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD [IF APPLICABLE]

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any **CONTRACTOR'S** license is not renewed, or is denied or revoked, **CONTRACTOR shall** be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for **Houston-Galveston**
Area Council, Houston, Texas:



Executive Director

Attest for **Houston-Galveston**
Area Council, Houston, Texas:



Deidre Vick, Director of Public Services

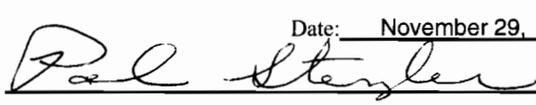
Date: Dec 15, 2014

Signed for **Elxsi dba Cues**
Orlando, Florida:



Printed Name & Title: David Doolittle, Vice President

Attest for **Elxsi dba Cues**
Orlando, Florida:

Date: November 29, 2011


Printed Name & Title: Paul Stenzler, Vice President, Sales

Date: November 29, 2011

Attachment A

ELXSI d/b/a CUES

Sewer Cleaning, Hydro-Excavating, Inspection Equipment and Miscellaneous Services

Contract No. SC01-12

H-GAC Product Code	Manufacturer	Description	Base Offered Price	Meets Buy America
E. Standard Portable Sewer Inspection Systems				
E007	Cues	Mini Push 2020 - Portable Pipeline Inspection System", including: PS3 miniature self-leveling inspection camera with built in 512Hz sonde, wheeled coiler with 6.4" LCD monitor, 200' of push rod cable, built in titling system with electronic footage readout and push skids for 3" to 8" pipe.	\$7,765	No
E008	Cues	Inspector General - Portable Mainline Pull System", including: Night Owl pan and tilt camera, Ultra Shorty self propelled tractor for 6"-15" lines, Power Control Unit with integral 9" monitor, Pro Data data display system, DVD/ VCR in soft sided-case, wheeled dolly with 500' multi-conductor TV cable and footage head, and downhole equipment.	\$36,930	No
E009	Cues	Lite Stick Pole Camera system, with inspection pole, wireless video transmitter, rechargeable battery and camera head assembly	\$5,289	No
E010	Cues	QZ II Zoom Pole Camera system, including: compact high resolution zoom camera with HID lighting, extendable telescoping pole, video image stabilization, Class 2 ANSI safety vest and rechargeable battery	\$11,900	No
G. Sewer Inspection Vans				
G014	Cues	One Ton Cargo Van Installation which includes: basic cargo van interior carpentry and outfitting; 5.5KW on-board generator; Night Owl pan and tilt camera; rack-mounted Power Control Unit (PCU); Pro Data data display system with 19" LCD rack-mounted monitor; rackmounted DVD; TV reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit,downhole equipment and two(2) days of training	\$64,627	No
G015	Cues	DRW Van Installation which includes: 12' aluminum hi-cube body with pass thru to viewing room from cab; Evolution Hi-Cube interior carpentry and outfitting; 5.5KW on-board generator; Night Owl pan and tilt camera; rack-mounted Power Control Unit (PCU); Pro Data data display system with 19" LCD rack-mounted monitor; rack-mounted DVD; TV cable reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit, downhole equipment and two(2) days training.	\$72,676	No
G016	Cues	Hi-Cube Van Installation which includes: 14' aluminum hi-cube body with full height walk thru to viewing room from cab; Evolution Hi-Cube interior carpentry and outfitting; 5.5KW on-board generator; Night Owl pan and tilt camera; rack-mounted Power Control Unit (PCU); Pro Data data display system with 19" LCD rack-mounted monitor; rack-mounted DVD; TV cable reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit, downhole equipment and two(2) days training.	\$75,136	No
G017	Cues	Step Van Installation which includes: 16' Step Van with Evolution interior carpentry and outfitting; 5.5KW on-board generator; Night Owl pan and tilt camera; rack-mounted Power Control Unit (PCU); Pro Data data display system with 19" LCD rack-mounted monitor; rack-mounted DVD; TV cable reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit, downhole equipment and two(2) days training.	\$69,000	No



RESOLUTION NO. 2013-xxxx

Adopted by the Sacramento City Council

January 8, 2013

SEWER INSPECTION VEHICLE

BACKGROUND

- A. The Department of General Services, Fleet Management Division has a customer requirement to purchase one additional sewer inspection vehicle for the Department of Utilities (DOU). As a result of expanding regulatory requirements and recent litigation by the California Sportfishing Protection Alliance, DOU will be required to significantly increase wastewater collection system inspection activities. Without the recommended purchase, DOU will be unable to meet the increased inspection requirements.
- B. The recommended purchase of one sewer inspection vehicle from Elxsi dba Cues, in an amount not to exceed \$220,633, will be made from the Department of General Services operating budget (Fleet Fund, Fund 6501) and charged to the DOU multi-year operating project (MYOP) for replacement vehicles and equipment (I06013141, Wastewater Fund, Fund 6006). This purchase will be funded by money already appropriated in the DOU FY2012/13 operating budget (Wastewater Fund, Fund 6006). Upon completion of the recommended budget adjustments, sufficient funds will be available in the FY2012/13 Department of General Services operating budget and the DOU MYOP to make the recommended purchase.
- C. Sufficient funding exists in the DOU FY2012/13 operating budget to support the recommended budget transfer.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. The City Manager or the City Manager's designee is hereby authorized to decrease the expenditure budget in the DOU operating budget (Wastewater Fund, Fund 6006) in the amount of \$220,633.
- Section 2. The City Manager or the City Manager's designee is hereby authorized to increase the expenditure budget in the DOU multi-year operating project for replacement vehicles and equipment (I06013141, Wastewater Fund, Fund 6006) in the amount of \$220,633.
- Section 3. The City Manager's administrative authority for modifications to the revenue and expenditure budgets is hereby reset.