

Meeting Date: 5/8/2014

Report Type: Consent

Report ID: 2014-00273

Title: Cooperative Purchase Agreement: Sewer Pipe Trucks and Easement Machine

Location: Citywide

Recommendation: Pass a Motion 1) approving the use of the Houston-Galveston Area Council (HGAC) cooperative purchase agreement with: a) Chastang Ford (Contract No. HT11-12) for the purchase of two Ford F550 chassis not to exceed \$87,753; and b) Texas Underground, Inc. (Contract No. SC01-12) for the purchase of two sewer pipe maintenance bodies and one sidekick easement machine not to exceed \$274,038; and 2) authorizing the City Manager or the City Manager's designee to execute the purchases specified above.

Contact: Iseña Garcia, Program Specialist, (916) 808-1163; Keith Leech, Fleet Manager, (916) 808-5869, Department of General Services

Presenter: None

Department: General Services

Division: Fleet Management Admin

Dept ID: 13001311

Attachments:

- 1-Description/Analysis
- 2-Cooperative Agreement w/ Chastang Ford
- 3-Cooperative Agreement w/ Texas Underground

City Attorney Review

Approved as to Form
Kourtney Burdick
4/25/2014 2:00:08 PM

Approvals/Acknowledgements

Department Director or Designee: Reina Schwartz - 4/17/2014 9:08:35 AM

Description/Analysis

Issue Detail: The Department of General Services (DGS), Fleet Management Division, has a customer requirement to purchase two replacement sewer pipe maintenance trucks and one additional sewer pipe cleaning machine for the Department of Utilities (DOU), Wastewater Collection Division.

Policy Considerations: The recommendations in this report are in accordance with City Code Chapter 3.56 regarding the purchase of supplies and the use of cooperative purchase agreements.

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 vehicles and equipment, and are not considered to be a project in accordance with Section 15378(b)(2) of the CEQA guidelines.

Sustainability: The recommended purchases are consistent with the Fleet Sustainability Policy adopted by City Council on February 16, 2010 (Resolution No. 2010-083).

Commission/Committee Action: None

Rationale for Recommendation: The DGS, Fleet Management Division, has a customer requirement to purchase two replacement sewer pipe maintenance trucks and one additional sewer pipe cleaning machine for the DOU, Wastewater Collection Division. The sewer pipe maintenance trucks will be purchased as separate chassis and bodies. When vehicles are purchased in this manner, the chassis are purchased from the chassis manufacturer and delivered to the body manufacturer where both units are assembled into a single vehicle. The two chassis for the sewer pipe maintenance trucks will be purchased from Chastang Ford and delivered to Texas Underground, Inc. for installation of the bodies.

Developing vehicle and equipment specifications for the recommended sewer pipe trucks and the sewer pipe cleaning machine would require a great deal of staff time. Fleet Management does not anticipate purchasing any additional sewer pipe trucks or a sewer pipe cleaning machine with the same build configuration for quite some time. After reviewing the available purchase options, Fleet Management has determined that using the HGAC cooperative purchase agreements with Chastang Ford and Texas Underground, Inc. represents the most advantageous purchasing strategy. The contracts were competitively bid nationally, and HGAC receives greater discounts from

the manufacturers, due to a higher purchase volume, than the City would receive if issuing its own bids.

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 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 purchases will be made from the DGS FY2013/14 operating budget (Fleet Fund, Fund 6501). The sewer pipe maintenance trucks will be charged to the DOU multi-year operating project (MYOP) for replacement vehicles and equipment (I06013141, Wastewater Fund, Fund 6006). The sewer pipe cleaning machine is an additional piece of equipment and will be charged to the DOU Root Control Program MYOP (I14110109, Wastewater Fund, Fund 6006), which is part of DOU’s Sewer System Management Plan. Sufficient funds are available in these budgets to make the recommended purchases. The cost for these purchases is itemized in the following tables:

Cost by Item					
Item	Vendor	Contract No.	Qty	Amount	Project
Sewer pipe truck (chassis)	Chastang Ford	HT11-12	2	\$87,753	I06013141
Sewer pipe truck (bodies)	Texas Underground, Inc.	SC01-12	2	\$226,581	I06013141
Total				\$314,334	
Sidekick easement machine	Texas Underground, Inc.	SC01-12	1	\$47,457	I14110109
Total				\$47,457	

Cost by Vendor					
Item	Vendor	Contract No.	Qty	Amount	Project
Sewer pipe truck (chassis)	Chastang Ford	HT11-12	2	\$87,753	I06013141
Total				\$87,753	
Sewer pipe truck (bodies)	Texas Underground, Inc.	SC01-12	2	\$226,581	I06013141
Sidekick easement machine	Texas Underground, Inc.	SC01-12	1	\$47,457	I14110109
Total				\$274,038	

Local Business Enterprise (LBE): Chastang Ford and Texas Underground, Inc. are not certified as local business enterprises. Cooperative purchase agreements are created, evaluated, and awarded by other governmental agencies that may or may not have similar local business enterprise programs.

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
Chastang Enterprises dba Chastang Ford
Houston, Texas

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, **Chastang Enterprises, Inc. dba Chastang Ford** hereinafter referred to as the **CONTRACTOR**, having its principal place of business at 6200 North Loop East, Houston, Texas 77026.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a **Medium and Heavy Trucks & Truck Bodies** Contract to become effective as of June 1, 2012, and to continue through May 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 **Medium and Heavy Trucks & Truck Bodies** offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell **Medium and Heavy Trucks & Truck Bodies** 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: **HT11-12**, including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No: **HT11-12**, 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]

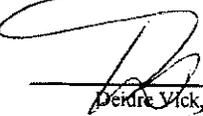
CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any CONTRACTOR'S license is not renewed, or is denied or revoked, CONTRACTOR shall be deemed to be in default of this Contract 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:

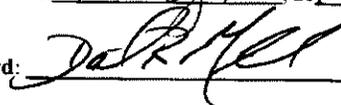

Mark Steel, Executive Director

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


Deirdre Vick, Director of Public Services

Date: May 17, 2012

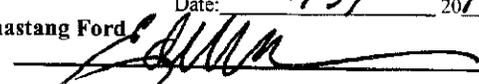
Signed for Chastang Enterprises dba Chastang Ford: Houston, Texas



Printed Name & Title: DANIEL R. MILLER, VP SALES

Date: 5/31, 2012

Attest for Chastang Enterprises dba Chastang Ford Houston, Texas:



Printed Name & Title: Edward M Miller Comm Sales Mgr

Date: 5/31/12, 20

Attachment-A
Contract No. HT11-12
"Medium and Heavy Trucks & Truck Bodies"
Vendor: Chastang Enterprises, dba Chastang Ford

Applicable contract items are the base unit (Form-D) items listed in the table below. These are complete, legal, turn-key chassis, equipped with EPA 2010 compliant engines, inclusive of any applicable emission surcharges, inclusive of standard manufacturer-to-dealer freight, and requiring no additional components to render them as such. As per the HT11-12 specification requirements, the standard features for each Form-D line item below are those found in H-GAC's document, "Standard Features", as referenced on the original HT11-12 bid document and as listed on this H-GAC web site link:

<http://www.hgacbuy.org/bids/ht11-12-features.aspx>

Additionally, this award includes Offeror's chassis manufacturer options and body options included in Offeror's bid submittal.

MFGR	HGAC PRODUCT CODE	MODEL	BASE PRICE
Autocar	B1	ACX42 LOW COE, SRA	\$111,107
Autocar	B2	ACX64 LOW COE, SRA	\$111,894

MFGR	HGAC PRODUCT CODE	MODEL	BASE PRICE
Ford	E1	F450 4x2 (F4G), Gas	\$23,997
Ford	E2	F550 4x2 (F5G), Gas	\$24,787
Ford	E3	F650 4x2 (F6F), Diesel	\$44,887
Ford	E5	F750 4x2 (F7F)	\$45,478
Ford	E7	E450 Cutaway Van Chassis (E4F), Gas	\$18,998



Houston-Galveston Area Council

December 10, 2013

Ed Miller
Commercial and Government Sales Manager
Chastang Enterprises DBA/Chastang Ford
PO Box 21127
Houston, TX 77026

Dear Mr. Miller:

RE: Contract Changes on Contract HT11-12 for Medium and Heavy Trucks and Truck Bodies

H-GAC has reviewed your request for contract changes in the above referenced contract. We have determined that the changes are reasonable and conform to the provisions of the contract. Therefore, the request is approved.

Sincerely,

A handwritten signature in black ink, appearing to read 'Deidre Yick', is written over the word 'Sincerely,'.

Deidre Yick
Public Services Director



LOGIN

GENERAL PURPOSE & EMERGENCY VEHICLES	INFRASTRUCTURE EQUIPMENT & SERVICES	COMMUNICATIONS EQUIPMENT & SERVICES	GROUNDS FACILITIES & PARKS EQUIPMENT	PUBLIC WORKS EQUIPMENT	EMERGENCY EQUIPMENT & SUPPLIES	CONSULTING LEASING & STAFFING SERVICES	EMERGENCY PREPAREDNESS & DISASTER RECOVERY	COOPERATIVE ENERGY PURCHASING
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You are here: [Home](#) > Medium & Heavy Trucks & Truck Bodies

GENERAL PURPOSE & EMERGENCY VEHICLES

MEDIUM & HEAVY TRUCKS & TRUCK BODIES

Contract No.: HT11-12

Effective Date: June 1, 2012 to May 31, 2014

These are complete, legal, turn-key chassis, equipped with EPA 2010 threshold compliant engines/emissions, and consistent with the components and performance of H-GAC specification configuration, [as viewed on this link](#):

For each Base Unit cab-chassis priced in the table, below, other than those options/upgrades called for by an HGAC member (alternate engine, transmission, wheelbase, body, etc), no additional, compulsory equipment or fees are required to render these cab-chassis as functioning, legally-equipped machines meeting those minimums established for each model's base configuration. Unless otherwise noted in the descriptions below, the Base Unit prices below include any emission surcharges and standard factory-to-dealer freight. Freight from dealers to HGAC members (or from dealer to conversion company) shall be recognized as a separate PO line item, unique to end user. Vendors priced various chassis manufacturer options from which HGAC members may build alternative configurations. Contact vendors for a complete quote relative to this contract.

NOTE: The HGACBuy Order Processing Charge for plain chassis is \$600.00 and if body is included, it is \$1000.00.

- [ALF-Condor](#)
- [Autocar](#)
- [Caterpillar](#)
- [Ram \(formerly Dodge\)](#)
- [Ford](#)
- [Freightliner](#)
- [GM](#)
- [Hino \(1\) Toyota](#)
- [International](#)
- [Isuzu \(1\)](#)
- [Kenworth](#)
- [Mack](#)
- [Peterbilt](#)
- [UD](#)
- [Volvo](#)
- [Western Star](#)
- [Engine Control Systems](#)

RE: Truck Bodies: various truck bodies (e.g. aerials, dump bodies, wrecker bodies, service bodies, etc.) are available through each vendor's options pricing. Contact vendors for more details.

[Truck Body Summary Table](#)

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ALF-Condor

MFGR	HGAC PRODUCT CODE	BASE UNIT DESCRIPTION	VENDOR	BASE PRICE
ALF-Condor	A1	830S Low Cab Forward COE, TRA	Waco Freightliner	\$108,589
ALF-Condor	A2	880S Low Cab Forward COE, TRA	Waco Freightliner	\$108,989

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Autocar

MFGR	HGAC PRODUCT CODE	BASE UNIT DESCRIPTION	VENDOR	BASE PRICE
Autocar	B1	ACX42 LOW COE, SRA	Chastang Ford	\$111,107
Autocar	B2	ACX64 LOW COE, SRA	Chastang Ford	\$111,894

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Caterpillar

MFGR	HGAC PRODUCT CODE	BASE UNIT DESCRIPTION	VENDOR	BASE PRICE
Caterpillar	C1	CT660S-STA, Conv. Cab, TRA, 116" BBC	Holt Cat	\$101,525
Caterpillar	C2	CT660L-LTA, Conv. Cab, TRA, 122" BBC	Holt Cat	\$108,511

H-GAC CONTACTS

- **Loleta Joiner**
(P): 713-993-2486
(F): 713-993-4548
loleta.joiner@h-gac.com

VENDOR CONTACTS

- **Chastang Enterprises dba Chastang Ford**
Ed Miller
(P): 713-678-5007
(F): 713-678-5001
[Click here for Email](#)
- **Cleveland Mack Sales, Inc. dba Performance Truck**
Preston Fredrich
(P): 713-844-7161
(F): 713-844-7222
[Click here for Email](#)
- **Dallas Dodge Chrysler Jeep**
Bert Stull
(P): 214-319-1289
(F): 214-319-1306
[Click here for Email](#)
- **East Texas mack Sales, LLC**
David Carroum
(P): 214-232-6669
(F): 214-630-2755
[Click here for Email](#)
- **French Ellison Truck Center**
Jason Mims
(P): 210-228-2028
(F): 210-662-5999
[Click here for Email](#)
- **Grande Truck Center**
Rocky Shoffstall
(P): 210-666-7112
(F): 210-666-7216
[Click here for Email](#)
- **Holt Texas, Ltd. dba Holt CAT**
Mark Mims
(P): 210-648-1111
(F): 210-648-0079
[Click here for Email](#)
- **Houston Freightliner-Western Star**
Michael McCarthy
(P): 713-580-8122
(F): 713-676-1603
[Click here for Email](#)
- **Philpott Motors, Ltd.**
Richard Hyder
(P): 409-853-3440
(F): 409-724-0886
[Click here for Email](#)
- **Ron Carter Automotive**
Gary Bogusz
(P): 281-388-8406
(F): 281-388-0953
[Click here for Email](#)
- **Rush Truck Centers of Texas, L.P.**
Charles Plouse
(P): 713-495-6304
(F): 713-695-9620
[Click here for Email](#)
- **Santex Truck Centers, Ltd.**
Rick DeNolf
(P): 210-477-2514
(F): 210-661-0226
[Click here for Email](#)
- **Vanguard Truck Center of Austin**
Terry Lancaster
(P): 512-312-5400
(F): 512-312-5440
[Click here for Email](#)

Caterpillar	C3	CT660S-STA Tractor, Conv. Cab, TRA, 116" BBC	Holt Cat	\$102,078
Caterpillar	C4	CT660L-LTA Tractor, Conv. Cab, TRA, 122" BBC	Holt Cat	\$109,070

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Ram (formerly Dodge)

MFGR	HGAC PRODUCT CODE	BASE UNIT DESCRIPTION	VENDOR	BASE PRICE
Ram (formerly Dodge)	D1	4500 4x2 Reg. Cab ST	Dallas Dodge	\$32,790
Ram (formerly Dodge)	D2	5500 4x2 Reg. Cab ST	Dallas Dodge	\$33,610

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Ford

MFGR	HGAC PRODUCT CODE	BASE UNIT DESCRIPTION	VENDOR	BASE PRICE
Ford	E1	F450 4x2 (F4G), Gas	Chastang Ford	\$25,007
Ford	E2	F550 4x2 (F5G), Gas	Chastang Ford	\$25,797
Ford	E3	F650 4x2 (F6F), Diesel	Chastang Ford	\$51,722
Ford	E4	F650 4x2 (F6H), Gas	Phillpott Motors	\$52,313
Ford	E5	F750 4x2 (F7F)	Chastang Ford	\$45,478
Ford	E6	F59 Stripped Chassis (F5K), Gas	Phillpott Motors	\$15,999
Ford	E7	E450 Cutaway Van Chassis (E4F), Gas	Chastang Ford	\$19,513

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Freightliner

MFGR	HGAC PRODUCT CODE	BASE UNIT DESCRIPTION	VENDOR	BASE PRICE
Freightliner	F1	114SD Conv. Cab, SRA	Houston Freightliner	\$88,142
Freightliner	F2	M2-106-60 Conv. Cab, SRA	Houston Freightliner	\$55,309
Freightliner	F3	M2-106-70 Conv. Cab, SRA	Houston Freightliner	\$58,325
Freightliner	F4	M2-106-80 Conv. Cab, TRA	Houston Freightliner	\$69,310
Freightliner	F5	M2-112 Conv. Cab, TRA	Houston Freightliner	\$85,095
Freightliner	F6	108SD-60 Conv. Cab, TRA	Houston Freightliner	\$59,467
Freightliner	F7	108SD-70 Conv. Cab, TRA	Houston Freightliner	\$61,313
Freightliner	F8	108SD-80 Conv. Cab, TRA	Houston Freightliner	\$71,220
Freightliner	F9	Cascadia CA125-DC Conv Cab Tractor, TRA	Houston Freightliner	\$97,072
Freightliner	F10	Coronado SD-DC Conv Cab Tractor, TRA	Houston Freightliner	\$102,415
Freightliner	F11	MT45 Stripped Chassis	Houston Freightliner	\$46,360
Freightliner	F12	MT55 Stripped Chassis	Houston Freightliner	\$48,861

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GM

MFGR	HGAC PRODUCT CODE	BASE UNIT DESCRIPTION	VENDOR	BASE PRICE
GM	G1	Express Commercial 4500 Cutaway	Ron Carter	\$21,679

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Hino (1) Toyota

MFGR	HGAC PRODUCT CODE	BASE UNIT DESCRIPTION	VENDOR	BASE PRICE
Hino (1) (Toyota)	H1	238, Conv. Cab, SRA	Rush TC	\$44,722
Hino (1) (Toyota)	H2	258LP, Conv. Cab, SRA	Rush TC	\$47,861

- **VED Heritage Properties**
Justin Clark
(P): 254-662-0911
(F): 254-662-0558
[Click here for Email](#)
- **Waco Freightliner - Western Star**
Jason Wade
(P): 254-752-9735
(F): 254-753-8024
[Click here for Email](#)



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.: HT 11-12

Date Prepared: 3/20/2014

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	CITY OF SACRAMENTO	Contractor:	CHASTANG FORD
Contact Person:		Prepared By:	ED MILLER
Phone:		Phone:	713-678-5007
Fax:		Fax:	713-6789-5001
Email:		Email:	emiller@chastangford.com

Product Code:	E-2	Description:	2015 FORD F550
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 25797

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
201WB - 201"WB	347		
99T - 6.7L POWERSTROKE DIESEL	6895		
44W - 6 SPEED AUTOMATIC	125		
X8L - 4.88 LIMITED SLIP AXLE	325		
68M - 19,500 LB GVWR	795		
FP30 - FLOOR PLAN INT DURING UPFIT 60 X 10	600		
58D - SPECIAL WIRING HARNESS	325		
FP1 - FRAME PREP FOR BODY INSTALL	275		
WT3 - WORK TRUCK PACKAGE	995		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	10682

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
PDI - REDELIVER INSPECTION	325	INS- LOT INSURANCE	225
2014 - 2014 PRICE INCREASE	645	FP1 - NET 30 TERMS 30 X 10	300
CAGPC - CA GPC DIFFERENCE	1066	Subtotal From Additional Sheet(s):	
VIT- AD VELORUM TAX IN TX	88	Subtotal C:	2649

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 7%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	2	X Subtotal of A + B + C:	39128	=	Subtotal D:	78256
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E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E: 600

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
8.5% CA tax	6874.63	2015 - 2015 PRICE INCREASE X 2 UNITS	2022
		Subtotal F:	8896.63

Delivery Date: 10-12 WKS/CHASSIS **G. Total Purchase Price (D+E+F):** 87752.63

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
TEXAS UNDERGROUND INC.
Pearland, Texas

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, **Texas Underground Inc.** hereinafter referred to as the **CONTRACTOR**, having its principal place of business at 1617 Garden Road, Pearland, Texas 77581.

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:



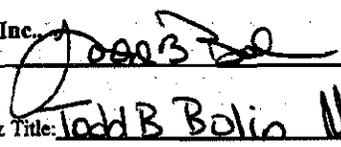
Executive Director

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



Debra Vitek, Director of Public Services
Date: 12-15 2011

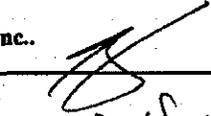
Signed for Texas Underground Inc., Pearland, Texas:



Printed Name & Title: Todd B Bolin National Sales MANAGER

Date: 12-05 2011

Attest for Texas Underground Inc., Pearland, Texas:



Printed Name & Title: RYAN STINSON, SECRETARY

Date: 12/5 2011

Attachment A

Texas Underground, Inc.

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
C059	PipeHunter	Model - #3844 - Trailer Mounted, Single Axle, 300 Gal	\$43,348	Yes
C060	PipeHunter	Model - #7844 - Truck Mounted, 700 Gal	\$55,790	Yes
D022	Pipe Hunter	Trailer Mounted Hydro-Excavator	\$45,000	Yes
E040	PipeHunter	Jet Eye Conversion System - Sewer video/cleaning system used in conjunction with an existing High Pressure Sewer Cleaner System. Expressed purpose of this equipment is to simultaneously clean and TV the sewer and storm lines.	\$47,100	Yes
H032	PipeHunter	Sidekick Easment Machine; Hyd 4-Wheel Drive	\$23,000	Yes
H033	PipeHunter	VacHunter Combo Jet/Vac Trailer	\$95,000	Yes

Attachment A

Texas Underground, Inc.

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
C. Jet Rodders, For Truck & Trailer Mounting				
C059	PipeHunter	Model - #3844 - Trailer Mounted, Single Axle, 300 Gal	\$43,348	Yes
C060	PipeHunter	Model - #7844 - Truck Mounted, 700 Gal	\$55,790	Yes
D. Hydroexcavators, Truck & Trailer Mounted				
D022	Pipe Hunter	Trailer Mounted Hydro-Excavator	\$45,000	Yes
E. Standard Portable Sewer Inspection Systems				
E040	PipeHunter	Jet Eye Conversion System - Sewer video/cleaning system used in conjunction with an existing High Pressure Sewer Cleaner System. Expressed purpose of this equipment is to simultaneously clean and TV the sewer and storm lines.	\$47,100	Yes
H. Miscellaneous Sewer Equipment				
H032	PipeHunter	Sidekick Easment Machine; Hyd 4-Wheel Drive	\$23,000	Yes
H033	PipeHunter	VacHunter Combo Jet/Vac Trailer	\$95,000	Yes



CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:

SC01-12

Date Prepared:

1/22/2014

This Form must be prepared by Contractor and given to End User. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC @ 713-993-4548. Please type or print legibly.

Buying Agency:	City Of Sacramento	Contractor:	Texas Underground Inc.
Contact Person:		Prepared By:	Todd B Bolin
Phone:		Phone:	800 373 1318
Fax:		Fax:	281-485-5953
Email:		Email:	

Product Code:	CO60	Description:	500 Gallon Truck Jet QTY (2)
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 55,790.00

B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Pulsation System	695	18x18x36 Locking Below Frame Qty (2) \$720.00 Ea.	1440
John Deere Intrem Tier 4 85 HP Upgrade CA Emmissions	13900	12x14x60 Tool tray	760
Aluminum Package	450	Hydrant Wrench	19
800 Ft Capacity 1/2" Reel	800	Traffic Cone Rack	125
Powered Articulating Reel	1500	Rhino style Speed liner For TM	2500
Leader Hose 5ft	50	Mounting	1500
Sewer Hose 500ft	1330	Electric Ell Carrier	6200
Whelen strobe & arrowboard upgrade	3500		
Panel Light	65		
Work Light On Control Panel	125	Subtotal From Additional Sheet(s):	
LED light upgrade tail lights & markers	250	Subtotal B:	35209

C. Unpublished Options - Itemize below - Attach additional sheet if necessary
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Special Storage Box Qty (2) 42x72x16 Locking	3900		
Tommy Lift For Ell Removal	5000		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	8900

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 10%

D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

Quantity Ordered:	2	X Subtotal of A + B + C:	99899	=	Subtotal D:	199798
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E. Other Charges, Trade-Ins, Allowances, Discounts, Etc.

Description	Cost	Description	Cost
		8.5% SALES TAX	16982.83
		Freight	9800
		Subtotal E:	26782.83

Delivery Date: TBD **F. Total Purchase Price (D+E):** 226580.83



5844TMV Truck Mount - 4,000 PSI @ 25 GPM QTY (2)
CITY OF SACRAMENTO HGAC BUILD SHEET

Quote Date: March 25, 2014
 Customer: City Of Sacramento
 HGAC CONTRACT SC01-12
 Salesman: Todd Bolin

Due Date: TBD
 Dealer: MME
 Product Code: CO60 TRUCK MOUNTED JETTER MODULE
 PO Number/ Date:

Part Number	Description	Quantity	Price	Total
PIPEHUNTER MODEL 5844TMV 4,000 PSI @ 25 GPM QTY (2)				
WATER TANK				
	535 Gallon High-Density Polyethylene	1		
	Single Filler Assembly	1		
	25' Fill Hose w Storage Rack	1		
	Main Tank Water Sight Gauge	1		
WATER PUMP				
	4,000 PSI @ 25 GPM Giant Water Pump	1		
	Pulsation System	1		
	Washdown System-43H Gun W/25 ft hand Gun Hose	1		
ENGINE				
	John Deere Diesel 85 HP Direct Drive Tier 4 Interim	1		
	Electric Throttle Upgrade	1		
	Digital Gauge Package High Temp Low Oil Pressure Shutdown	1		
	Chassis fuel tank tie in	1		
	Safety Lanyard(1)Std	1		
	Engine Shroud - <i>Aluminum Open Both Sides</i>	1		
HOSE REEL				
<i>Single Jet Hose Reels/</i>				
	800' Capacity x 1/2" Jet Hose Reel	1		
Articulating Reel Option				
	Articulating Reel Option Hydraulic Powered	1		
Hose Reel Accessories				
	Standard Level Wind	1		
HOSE OPTIONS				
	Leader hose-per foot	5		
	1/2" Jet Hose per foot Piranha Only	500		
	Tiger Tail(1)Std	1		
NOZZLE OPTIONS- Std. Hose Reel Nozzles				
	Nozzle Rack (1)	1		
	15 Degree Nozzle (1)	1		
	30 Degree Nozzle (1)	1		
	Nozzle Skid Assy 6" (1)	1		
	Sand Nozzle	1		
ELECTRICAL OPTIONS ALL LIGHTING (LED)				
	Strobe lights Whelen LED#L31HAF MOUNTED Rear	1		
	Branch Guard For Strobe lights #L360BGB	1		
	Narrowstiks PSEAmber NASL847H ----(1) FACING REAR	1		
	PSE Dual Head Controller NASLDBL IN CAB CONTROLS	1		
	Light - Panel Light	1		
	Light - Work Light-(control panel)	1		
	L.E.D. Upgrade Tail lights/Markers	1		
TOOL BOX OPTIONS				
	42"Hx72"Lx16"D Locking Alum. Boxe Pass/Driver Side Above frame 2 Shelves Alum (2) DOT	2		
	Locking Aluminum,18"x18"x 36" Below Frame	2		
	60" ALUM TOOL Tray Mounted behind water tank 12x14x60	1		
ACCESSORIES				
	Hydrant Wrench	1		
	Traffic Cone Rack - Deck Mount	1		
MANUALS				
	Engine Operator's Manual/Hard Copy	1		
	PipeHunter Operator's Manual/Hard Copy	1		
FRAME				
	6" Frame	1		
	Electric EEL Carrier	1		
	Tommy Lift For EEL Removal	1		
	Receiver Hitch (hitch only) w 7 Way Light Plug	1		
	PIPEHUNTER SPEED LINER BODY BLACK	1		
	Labor - Mounting Fee	1		

Color: BLACK LINER

Quoted By: Todd B Bolin 01-22-14.

TOTAL QTY (2):	\$	199,798.00
Freight:	\$	9,800.00
SALES TAX 8.5	\$	16,982.83
Total Due Qty (2):	\$	226,580.83

Signing this quote confirms that you have verified the specifications and agree with the final costs. Any specification changes made after verification may alter costs. It is the dealer/customer's responsibility to ensure that the equipment ordered meets specifications and/or quotations.

Municipal Payment Terms: 30/n

Contractor (Private) Payment Terms: Due upon acceptance of unit

Signature: _____

Date: _____



CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:

SC01-12

Date Prepared:

3/11/2014

This Form must be prepared by Contractor and given to End User. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC @ 713-993-4548. Please type or print legibly.

Buying Agency:	City of Sacramento	Contractor:	Texas Underground Inc.
Contact Person:	Attn: Rob Jack, Wastewater Collection Superintendent	Prepared By:	Todd B Bolin
Phone:	5730 24th Street, Bldg. 20 Sacramento, CA 95822	Phone:	800 373 1318
Fax:		Fax:	281-485-5953
Email:		Email:	todd@pipehunter.com

Product Code:	HO32	Description:	Sidekick Easement Machine
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 23,000.00

B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
POWERED ARTICULATING REEL	1500	Hand Held Spotlight	195
800 FT Low Profile Reel	800	Riding Plate	195
Hour Meter	105	Custom Built Transport Trailer	3200
600 FT 3/4" Jet Hose	1662	Electric Brakes	450
15 Ft Leader Jet Hose	150		
Articulated Steering	3800		
Upper double roller levelwind	200		
Manual Footage	473		
Remote Pendant	2000		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	14730

C. Unpublished Options - Itemize below - Attach additional sheet if necessary
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Outriggers Qty 4	980	Dump Hose And Valves	500
Rhino Liner Sidekick	750		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	2230

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 6%

D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	39960	=	Subtotal D:	39960
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E. Other Charges, Trade-Ins, Allowances, Discounts, Etc.

Description	Cost	Description	Cost
		Sales Tax 8.5%	3396.6
		Freight & Training	4100
		Subtotal E:	7496.6

Delivery Date: 60-90 **F. Total Purchase Price (D+E):** 22,956.60



1617 GARDEN ROAD PEARLAND TEXAS 77581 800 373 1318 FAX281 485 5953

2014 PIPEHUNTER SIDEKICK EASEMENT ARTICULATED/DRIVE

Quote Date: March 19, 2014
 Customer: City of Sacramento
 Attn: Rob Jack, Wastewater Collection Superintendent
 5730 24th Street, Bldg. 20
 Sacramento, CA 95822

Due Date: 60-90
 Dealer: SSE



HGAC CONTRACT# SC01-12
 PRODUCT CODE: HO32 PIPEHUNTER SIDEKICK PO#

HGAC BUILD LINE SHEET		
HOSE REEL		
<i>Single Jet Hose Reel 3/4"</i>		
Capacity 800x 3/4" low profile 35in wide 36" Flange reel		1
Articulating Reel Option		
Articulating Reel Option Hydraulic Powered Worm Gear		1
Hose Reel Accessories		
Double Roller Levelwind 45 Degree		1
Manual Footage Counter		1
HOSE		
Leader hose-per foot 3000 PSI		15
3/4" Jet Hose per foot Pirhana Only 3000 PSI		600
Tiger Tail		1
WATER SYSTEM		
Water Pressure Gauge		1
Dump Hose and Pipe		1
ENGINE		
Honda Gas 24 H.P. ELECTRIC START HOUR METER		1
ELECTRICAL OPTIONS		
Hand Held Spot Light		1
Remote Pendant LEFT/RIGHT Forward/Reverse		1
ACCESSORIES		
Articulating Drive		1
Dual Wheels Front Single Rear		1
Operator Riding Plate		1
Outriggers - 4 Total		1
PipeHunter/Engine Manual		1
OPTIONAL EQUIPMENT		
Trailer - Custom Built 12' L - Treadplate decking Single Axle 3500 LB		1
DOT LIGHTING PACKAGE 2 5/16 Hitch		1
Electric Brakes (Single Axle Trailer)		1
LINER		
Sidekick	PipeHunter Speed Liner Frame & Reel	1
Trailer	Std Color Black	

TOTAL:	\$	39,960.00
TAX:	\$	3,396.60
FREIGHT TRAINING	\$	4,100.00
Total :	\$	47,456.60

Quoted By: Todd B Bolin Rev 03-11-14

WARRANTY 1 YEAR AGAINST MANUFACTURE DEFECTS

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Terms: MUNICIPAL (NET 30)

Signature: _____

Date: _____

HOSE REEL		
<i>Single Jet Hose Reel 3/4"</i>		
Capacity 800x 3/4" low profile 35in wide 36" Flange reel		1
Articulating Reel Option		
Articulating Reel Option Hydraulic Powered Worm Gear		1
Hose Reel Accessories		
Double Roller Levelwind 45 Degree		1
Manual Footage Counter		1
HOSE		
Leader hose-per foot 3000 PSI		15
3/4" Jet Hose per foot Pirhana Only 3000 PSI		600
Tiger Tail		1
WATER SYSTEM		
Water Pressure Gauge		1
Dump Hose and Pipe		1
ENGINE		
Honda Gas 24 H.P. ELECTRIC START HOUR METER		1
ELECTRICAL OPTIONS		
Hand Held Spot Light		1
Remote Pendant LEFT/RIGHT Forward/Reverse		1
ACCESSORIES		
Articulating Drive		1
Dual Wheels Front Single Rear		1
Operator Riding Plate		1
Outriggers - 4 Total		1
PipeHunter/Engine Manual		1
OPTIONAL EQUIPMENT		
Trailer - Custom Built 12' L - Treadplate decking Single Axle 3500 LB		1
DOT LIGHTING PACKAGE 2 5/16 Hitch		1
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LINER		
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Trailer Std Color Black		

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