



VacHunter 500 Hydro-Excavator -TRAILER- 1200 CFM- 3000 PSI @ 5 GPM

H-GAC SC01-18 Sewer Cleaning Equip. DO39

Quote Date: November 9, 2018

Customer: Village Of Wellington Florida

Contact: Drew Robinson

Salesman: Ryan Banks

Due Date: 120-150

Dealer: TUI

Stock #:

PO Number/ Date:

Part Number	Description	Quantity	Price	Total
DEBRIS TANK				
	500 Gallon Capacity (2.5 Yards)	1		
	Hydraulic Rear Door	1		
	Hydraulic Dump Tank Lift	1		
	High-Pressure Body Washout System	1		
	3" Drain Port with 10' layflat Hose	1		
	Debris Tank Float Ball Indicator	1		
	Ladder On Debris Tank	1		
WATER SYSTEM				
	Dual 100 (200) Gallon Water Tanks - Aluminum	1		
	25' Fill Hose w Storage Rack	1		
	Hydro excavation Gun 0 deg tip and 4' Lance-std	1		
	Spinner Nozzle 1 STD	1		
	Ext. Barrel 4' 1 STD	1		
	25' Retractable Hand Gun Reel w 25' x 3/8" hose- Std	1		
	3000 PSI @ 5 GPM Water Pump-	1		
ENGINE				
	65 HP Kubota Diesel Tier 4 Final - W/Clutch	1		
	15 Gallon Fuel Tank	1		
	Electric Throttle Upgrade	1		
	Digital Gauge Package & Tachometer Low Pressure High Temp Shutdown	1		
	Engine Shroud/ Belt Guard/ Fenders - Aluminum	1		
4" VACUUM SYSTEM				
	36" x 4" Crown Nozzle-	1		
	4" Flex Boom Hose w/hatflange-	1		
	4 Pipe Storage Rack 4"-	1		
	1100 CM Belt Drive Blower	1		
	Dual Cyclone Separator	1		
ELECTRICAL OPTIONS				
	Light - Strobe Light w/Limb Guard LED	1		
BOOM OPTIONS				
	Boom 8' of Reach from Center line	1		
	Powered Boom Rotation Std W Boom	1		

	Boom Pendant Control- Up/Down, Boom Swing, Emergency Kill- 30' lanyard	1	
TOOL BOXES			
	Drawbar, locking - Aluminum, 52" x 26" x 15.5"	1	
MANUALS			
	PipeHunter Operator's Manual CD	1	
	Engine Operator's Manuals	1	
FRAME & AXLE			
	6" Frame	1	
	DOT LIGHTING PACKAGE	1	
	10000 LB Bulldog Jack stand	1	
	Dual 7,000# 14000 GVWR Axles- Electric Brakes	1	
	Pintle Hitch	1	
LINER OPTION			
	PipeHunter Speed Liner Frame	1	
Color:	T.B.D. CUSTOMER CHOICE STD. COLORS		

SUB TOTAL: \$ 79,276.00
DELIVERY & TRAINING: \$ 2,500.00
DISCOUNT: \$ (5,451.00)
Total: \$ 76,325.00

Quoted By: Todd B Bolin 11-06-18

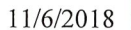
Notes:

PH PRICING 04-18 1

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.

Signature: _____

Date: _____



Delivery Date:	120-150	F. Total Purchase Price (D+E):	76325
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H-GAC 'FORM E' - OPTIONS PRICING				
	Offeror Name:	Texas Underground Inc.		
	Invitation No.:	SC01-18 -- Sewer Cleaning, Hydro-Excavating, Inspection Equipment & M		
Notes:	1. Bid each Option or Up-grade offering on a single separate line, using the appropriate underlying H-GAC Product Code found on the Form D.			
	2. Use a single Form E. Add/Insert additional lines as necessary.			
	3. If attaching a catalog listing of your products, make sure the catalog number, effective dates and any discounts are clearly listed and identified on this form.			
	4. Discounts shall be indicated on this Form E. Zero (0%) discounts will not be accepted.			
H-GAC Product Code	Offeror's or Mfr's Code	OPTION DESCRIPTION (Must include H-GAC Required Option Code, if used in specification)	Discounted Offered Price	LIST PRICE
CO49 CO50 HO59 HO60 DO39 B027A B027B B027C B027D B027E B027F B027G B027H B027I		WATER TANK OPTIONS		
	200poly	200 Gallon Water Tank	\$ 550.00	\$ 577.50
	300poly	300 Gallon Water Tank	\$ 800.00	\$ 840.00
	400poly	400 Gallon Water	\$ 1,000.00	\$ 1,050.00
	500poly	500 Gallon Water	\$ 2,800.00	\$ 2,940.00
	700poly	700 Gallon Water Tank	\$ 2,800.00	\$ 2,940.00
	10poly	1,000 Gallon Water Tank	\$ 4,000.00	\$ 4,200.00
	16poly	1,600 Gallon Water Tank	\$ 5,000.00	\$ 5,250.00
	20poly	2,000 Gallon Water Tank	\$ 5,500.00	\$ 5,775.00
	30poly	3,000 Gallon Water Tank	\$ 6,000.00	\$ 6,300.00
	50poly	5,000 Gallon Water Tank	\$ 6,500.00	\$ 6,825.00
	bballs37	Baffle Balls for Trailers (300 to 700 gallons)	\$ 900.00	\$ 945.00
	bballs715	Baffle Balls for Trucks (700-1500 gallons)	\$ 1,800.00	\$ 1,890.00
	bballs155	Baffle Balls for Trucks (1500-5000 gallons)	\$ 2,800.00	\$ 2,940.00
	d-fill	Dual Filler Assembly	\$ 310.00	\$ 325.50
	Top-bask	Top Strainer Basket	\$ 125.00	\$ 131.25
	Hyd-Strain	Hydrant Strainer	\$ 225.00	\$ 236.25
	2 drain	2" auxiliary drain valve	\$ 250.00	\$ 262.50
	3 drain	3" auxiliary drain valve	\$ 350.00	\$ 367.50
	sight-gauge	Main water sight gauge	\$ 225.00	\$ 236.25
	Fill50	50ft Fill Hose 2.5"	\$ 195.00	\$ 204.75
	Fill25	25ft Fill Hose 2.5"	\$ 125.00	\$ 131.25
	HYD-OFF	Auto Water Fill Shut Off	\$ 3,200.00	\$ 3,360.00
CO49 CO50 HO59 HO60 DO39 B027A B027B B027C B027D B027E B027F B027G B027H B027I		WATER PUMP OPTIONS		
	3004-DU-GUN	Dump Gun	\$ 2,200.00	\$ 2,310.00
	9000-0085COMP	Air Purge with 12 Volt air Compressor w/ quick connects at pump	\$ 975.00	\$ 1,023.75
	9000-0085	Air Purge	\$ 185.00	\$ 194.25
	9000-0094	Spray Bar In Cab Controls	\$ 1,900.00	\$ 1,995.00
	9000-0094 GRAV	Spray Bar Gravity Feed	\$ 1,100.00	\$ 1,155.00
	9000-ANTI 1.2	Antifreeze Package 10 Gallon 1/2"	\$ 895.00	\$ 939.75
	9000-ANTI 3.4-1	Antifreeze Package 25 Gallon	\$ 1,200.00	\$ 1,260.00
	9000-0105	Petcocks for Winter	\$ 102.00	\$ 107.10
	3004-0170	Winter Recirculation	\$ 295.00	\$ 309.75
	9000-PULS	Pulsation	\$ 695.00	\$ 729.75
	9000-0034	Washdown System	\$ 495.00	\$ 519.75
	9000-Degrease	Degreaser System	\$ 2,500.00	\$ 2,625.00
	9000-0061	Multi-flow valve	\$ 295.00	\$ 309.75
	9000-0061-1in	Multi-flow valve 1"	\$ 325.00	\$ 341.25
	HYDRO X ADD ON	Hydro excavation Package-Gun, Spinner Tip, 0 Degree, 15 Degree Tip (2) 4ft Barrel Extension 50ft Retractable Hand Gun Reel w 50' x 3/8" hose	\$ 4,500.00	\$ 4,725.00
CO49 CO50 HO59 HO60 DO39 B027A B027B B027C B027D B027E B027F B027G B027H B027I		PRESSURE FLOW UPGRADES		

CO49 CO50 HO59 HO60 DO39 B027A B027B B027C B027D B027E B027F B027G B027H B027I		LINER OPTIONS		
	PH LINER#1	PH SPEED LINER Trucks	\$ 500.00	\$ 525.00
	PH LINER#2	PH SPEED LINER Liner Trailers	\$ 500.00	\$ 525.00
	PH LINER#3	PH SPEED LINER Inside Debris Tank	\$ 900.00	\$ 945.00
	PH LINER#3	PH SPEED LINER BASIC	\$ 500.00	\$ 525.00
CO49 CO50 HO59 HO60 DO39 B027A B027B B027C B027D B027E B027F B027G B027H B027I		CHASSIS ADDITIONS		
	PH-FRAME	Truck Frame Extension Light Duty Version	\$ 2,950.00	\$ 3,097.50
	PH-FRAME	Truck Frame Extension Heavy Duty Version	\$ 4,180.00	\$ 4,389.00
	PH-MOUNTING	Mounting Sewer Cleaner to Chassis	\$ 1,500.00	\$ 1,575.00
	PH-ECM-Program	ECM Reprogram	\$ 3,600.00	\$ 3,780.00
CO49 CO50 HO59 HO60 DO39 B027A B027B B027C B027D B027E B027F B027G B027H B027I		VACUUM OPTIONS		
	VH-TM	UPGRADE TO TRUCK MOUNTED	\$ 5,500.00	\$ 5,775.00
	3021-RET25	25' Retractable Hand Gun Reel With 25 ft Hose	\$ 1,495.00	\$ 1,569.75
	3021-RET50	50' Retractable Hand Gun Reel With 50ft Hose	\$ 1,685.00	\$ 1,769.25
	VH-EX-GUN	Hydro excavation Gun with 0 deg tip	\$ 550.00	\$ 577.50
	VH-EX-TIPS	4 SET TIPS	\$ 150.00	\$ 157.50
	VH-SPIN	Spinner Nozzle	\$ 195.00	\$ 204.75
	VH-SPIN RS	Spinner Nozzle Rip Saw	\$ 295.00	\$ 309.75
	VH-4ft BAR	Ext. Barrel 4'	\$ 42.00	\$ 44.10
	9000-0034	Washdown System	\$ 495.00	\$ 519.75
	VH-FLUSH	Debris Tank Flush	\$ 900.00	\$ 945.00
	VH-INTER	Debris Tank Water tank Interconnect	\$ 2,500.00	\$ 2,625.00
	VH-P.OFF350	Pump Off System 350 GPM	\$ 8,900.00	\$ 9,345.00
	VH-GRAV- VALVE	Purge Valve Gravity Drain 1 1/4 Ball Valve	\$ 345.00	\$ 362.25
	VH-SGAG	Sight Port Debris Tank	\$ 250.00	\$ 262.50
	VH-Level	Level Indicator Debris Tank	\$ 475.00	\$ 498.75
CO49 CO50 HO59 HO60 DO39 B027A B027B B027C B027D B027E B027F B027G B027H B027I		WATER TANK OPTIONS ALUMINUM STAINLESS STEEL		
	VH-alum100T	Dual 50 (100) Gallon Water Tanks - <i>Aluminum</i>	\$ 1,500.00	\$ 1,575.00
	VH-alum200T	Dual 100 (200) Gallon Water Tanks - <i>Aluminum</i>	\$ 2,500.00	\$ 2,625.00
	VH-alum300T	Dual 150 (300) Gallon Water Tanks - <i>Aluminum</i>	\$ 2,800.00	\$ 2,940.00
	VH-alum400T	Dual 200 (400) Gallon Water Tanks - <i>Aluminum</i>	\$ 3,800.00	\$ 3,990.00
	VH-alum500T	Dual 250 (500) Gallon Water Tanks - <i>Aluminum</i>	\$ 4,800.00	\$ 5,040.00
	VH-alum600T	Dual 300 (600) Gallon Water Tanks - <i>Aluminum</i>	\$ 5,800.00	\$ 6,090.00
	VH-alum800T	Dual 400 (800) Gallon Water Tanks - <i>Aluminum</i>	\$ 7,500.00	\$ 7,875.00
	VH-alum900T	Triple 300 (900) Gallon Water Tanks - <i>Aluminum</i>	\$ 8,000.00	\$ 8,400.00
	1000S	1000 Gallon Water Tank Special Vac	\$ 10,000.00	\$ 10,500.00
CO49 CO50 HO59 HO60 DO39 B027A B027B B027C B027D B027E B027F B027G B027H B027I		VACUUM OPTIONS AND DEBRIS TANKS		
	VT-TN50	50 Gallon Debris Tank	\$ 500.00	\$ 525.00
	VT-TN1/2	1/2 Yard Vacuum Tank With Vacuum System All Accessories	\$ 18,150.00	\$ 19,057.50
	VT-TN1/2 (2)	2nd Vacuum Tank additional 1 yard	\$ 3,500.00	\$ 3,675.00
	VT-TN 1 YD	1 Yard Vacuum Tank w Accy.	\$ 19,500.00	\$ 20,475.00
	VT-TN 1 YD (2)	2nd Vacuum Tank additional 1/2 yard	\$ 4,500.00	\$ 4,725.00
	VT-TN 2400	2400 Gallon Debris Tank Vacuum	\$ 13,500.00	\$ 14,175.00
	VT-TN 1800	1800 Gallon Debris Tank Vacuum	\$ 12,800.00	\$ 13,440.00
	VT-TN 1500	1500 Gallon Debris Tank Vacuum	\$ 10,800.00	\$ 11,340.00
	VT-TN 1200	1200 Gallon Debris Tank Vacuum	\$ 9,500.00	\$ 9,975.00
	VT-TN 1000	1000 Gallon Debris Tank Vacuum	\$ 8,500.00	\$ 8,925.00
	VT-TN 800	800 Gallon Debris Tank Vacuum	\$ 7,500.00	\$ 7,875.00
	VT-TN 500	500 Gallon Debris Tank	\$ 5,500.00	\$ 5,775.00
	VT-TN 300	300 Gallon Capacity (1.25 Yards)	\$ 5,000.00	\$ 5,250.00
	VT-TN 250	250 Gallon Capacity (1.25 Yards)	\$ 4,800.00	\$ 5,040.00
	1000S Vac	1000 Gallon Debris Tank Special Vacuum Tank	\$ 10,000.00	\$ 10,500.00
CO49 CO50 HO59 HO60 DO39 B027A B027B B027C B027D B027E B027F B027G B027H B027I		VACUUM BOOM OPTIONS AND CONTROLS		

	PH-REEL N-ART	NON ARTICULATING	\$ 1,500.00	\$ 1,575.00
	PH-REEL F-REEL	Hose Reel Free Spin With On/Off valve	\$ 375.00	\$ 393.75
	PH-REEL H-ART	Powered Rotation for Reel	\$ 4,200.00	\$ 4,410.00
	PH-Auto-Lube	Auto Lube Reel	\$ 125.00	\$ 131.25
	3021-RE-COV	Hose Reel Front Guard Safety (Plex) Glass	\$ 2,500.00	\$ 2,625.00
	3021-RET25	25' Retractable Hand Gun Reel With 25 ft Hose	\$ 1,450.00	\$ 1,522.50
	3021-RET50	50' Retractable Hand Gun Reel With 50ft Hose	\$ 1,685.00	\$ 1,769.25
	3021-RET75	75' Retractable Hand Gun Reel With 25 ft Hose	\$ 2,600.00	\$ 2,730.00
	3021-RET100	100' Retractable Hand Gun Reel With 50ft Hose	\$ 3,300.00	\$ 3,465.00
	3021-MAN25	25' Reel With 25 ft Hose Manual	\$ 795.00	\$ 834.75
	3021-MAN50	50' Reel With 50ft Hose Manual	\$ 825.00	\$ 866.25
	3021-MAN75	75' Reel With 75 ft Hose Manual	\$ 850.00	\$ 892.50
	PH-LAT-200M	Lateral Reel Cart 200 ft Capacity 150 ft Hose Nozzle Included (Manual)	\$ 1,950.00	\$ 2,047.50
	PH-LAT-200E	Electric Lateral Reel 200 ft Capacity 150 ft Hose Nozzle Included	\$ 3,200.00	\$ 3,360.00
	PH-GARDEN 100	Garden Hose Reel 100'	\$ 575.00	\$ 603.75
	8000-0156	Retractable Reel - hand held spot light	\$ 260.00	\$ 273.00
	MFOOTREEL	Manual Footage Counter Next to reel	\$ 712.00	\$ 747.60
	MFOOTLEVEL	Manual Footage Counter-Levelwind	\$ 830.00	\$ 871.50
	DFOOTLEVEL	Digital Footage Counter-Panel Mt.	\$ 3,500.00	\$ 3,675.00
	D-ROLLLEVEL	Double Roller Hinged Levelwind	\$ 295.00	\$ 309.75
	3021-0112	Manual Crank 1 1/2"	\$ 175.00	\$ 183.75
	3021-0112-1	Manual Crank 1 15/16"	\$ 175.00	\$ 183.75
CO49 CO50 HO59 HO60 DO39 B027A B027B B027C B027D B027E B027F B027G B027H B027I		JET/EYE HOSE OPTIONS		
	PH1. 4	1/4" Jet Hose per foot	\$ 2.55	\$ 2.68
	PH3.8	3/8" Jet Hose per foot	\$ 2.66	\$ 2.79
	PH1.2 4	1/2" Jet Hose per foot	\$ 2.77	\$ 2.91
	PH3.4	3/4" Jet Hose per foot	\$ 2.99	\$ 3.14
	PH.1	1" Jet Hose-per foot	\$ 3.15	\$ 3.31
	PH1.1 4	1-1/4" Jet Sewer Hose	\$ 3.25	\$ 3.41
	PH1.2 L	1/2" Leader Hose per foot	\$ 10.00	\$ 10.50
	PH1.3 4	3/4" Leader Hose per foot	\$ 10.00	\$ 10.50
	PH.1L	1" Leader Hose-per foot	\$ 10.00	\$ 10.50
	PH1.14L	1-1/4" Leader Hose-per foot	\$ 10.00	\$ 10.50
	PH3.8	3/8" Sewer jet hose per foot	\$ 2.59	\$ 2.72
	PH1.4	1/4" Sewer Jet Hose Per foot	\$ 2.59	\$ 2.72
	PH3.4GH	Garden Hose 100 ft section	\$ 80.00	\$ 84.00
	PH-H-CRIMP	Hydraulic Hose Crimper W/ Dyes	\$ 1,600.00	\$ 1,680.00
CO49 CO50 HO59 HO60 DO39 B027A B027B B027C B027D B027E B027F B027G B027H B027I		JET/EYE HOSE OPTIONS		
	PH-JET-1.2 L	1/2" x 1/2" Kevlar Jet Eye Leader Hose	\$ 15.00	\$ 15.75
	PH-JET-1.2	1/2" Jet Hose x 1/2" Jet Eye Hose (Twin Line)	\$ 15.00	\$ 15.75
	PH-JET-3.4 L	3/4" x 1/2" Kevlar Jet Eye Leader Hose	\$ 15.00	\$ 15.75
	PH-JET-3.4	3/4" Jet Hose x 1/2" Jet Eye Hose (Twin Line)	\$ 17.00	\$ 17.85
	PH-JET-1. L	1" x 1/2" Kevlar Jet Eye Leader Hose	\$ 15.00	\$ 15.75
	PH-JET-1	1" x 1/2" Jet Eye Hose (Twin Line)	\$ 18.00	\$ 18.90
	PH-JET-1.2 SC	1/2" Jet Hose x SC Cable (Twin Line)	\$ 13.00	\$ 13.65
	PH-JET-3.4 SC	3/4" Jet Hose x SC Cable (Twin Line)	\$ 14.00	\$ 14.70
	PH-JET-1 SC	1" Jet Hose x SC Cable (Twin Line)	\$ 14.00	\$ 14.70
	PH-MENDER	Manual Mender	\$ 550.00	\$ 577.50
	PH-HYD MENDER	Hose Mender Kit Hydraulic	\$ 1,600.00	\$ 1,680.00
CO49 CO50 HO59 HO60 DO39 B027A B027B B027C B027D B027E B027F B027G B027H B027I		GROSS HORSEPOWER UPGRADES		
	PHHP1	HP Upgrade #1	\$ 3,500.00	\$ 3,675.00
	PHHP2	HP Upgrade #2	\$ 5,500.00	\$ 5,775.00
	PHHP3	HP Upgrade #3	\$ 8,500.00	\$ 8,925.00
	PHHP4	HP Upgrade #4	\$ 10,500.00	\$ 11,025.00
	PHHP5	HP Upgrade #5	\$ 15,000.00	\$ 15,750.00
	PHHP6	HP Upgrade #6	\$ 20,000.00	\$ 21,000.00
CO49 CO50 HO59 HO60 DO39 B027A B027B B027C B027D B027E B027F B027G B027H B027I		DRIVE UPGRADES		

	7ext	Boom w 8' of Reach from Center line	\$ 6,500.00	\$ 6,825.00
	711ext	Extendable Boom w8' to 11' of Reach from Center line	\$ 7,500.00	\$ 7,875.00
	1114ext	Extendable Boom w 11' to 14' of Reach from Center line	\$ 8,500.00	\$ 8,925.00
	1114ext	Telescopeing Boom Upgrade From Std 8' Boom	\$ 7,500.00	\$ 7,875.00
	w-gear	Powered Rotation for Boom If Not Standard	\$ 3,500.00	\$ 3,675.00
	b-pend	Boom Pendant Control- Boom Up/Down, Telescope, Boom Swing, 20 foot lanyard	\$ 800.00	\$ 840.00
	r-pen	Remote Pendant System, with Emergency Kill, Boom Operation-Electric Throttle,	\$ 2,500.00	\$ 2,625.00
	wr-pen	Wireless Remote- Electric Throttle, Emergency Kill, Boom Controls	\$ 4,800.00	\$ 5,040.00
CO49 CO50 HO59 HO60 DO39 B027A B027B B027C B027D B027E B027F B027G B027H B027I		VACUUM TUBES AND HOSE OPTIONS		
	VH-EMUL-TUBE	Emulsion Vac Tube	\$ 450.00	\$ 472.50
	VH-10ft-3in	10ft x 3" Flex Hose	\$ 590.00	\$ 619.50
	VH-10ft-4in	10ft x 4" Flex Hose	\$ 630.00	\$ 661.50
	VH-10ft-6in	10ft x 6" Flex Hose	\$ 680.00	\$ 714.00
	VH-tub-36CR3	36" x 3 Inch Vacuum Tube Crown	\$ 125.00	\$ 131.25
	VH-tub-36-3	36" x 3 inch Vacuum Tube	\$ 135.00	\$ 141.75
	VH-tub-48-3	48" x 3 Inch Vacuum Tube	\$ 210.00	\$ 220.50
	VH-tub-60-3	60" x 3 inch Vacuum Tube	\$ 268.00	\$ 281.40
	VH-RACK-3	3 inch Vacuum Tube Rack 4 pipe	\$ 268.00	\$ 281.40
	VH-tub-36CR4	36" x 4 Inch Vacuum Tube Crown	\$ 165.00	\$ 173.25
	VH-tub-36-4	36" x 4 inch Vacuum Tube	\$ 215.00	\$ 225.75
	VH-tub-48-4	48" x 4 Inch Vacuum Tube	\$ 230.00	\$ 241.50
	VH-tub-60-4	60" x 4" inch Vacuum Tube	\$ 270.00	\$ 283.50
	VH-RACK-4	4 inch Vacuum Tube Rack 4 pipe	\$ 268.00	\$ 281.40
	VH-tub-36CR6	36" x 6 Inch Vacuum Tube Crown	\$ 165.00	\$ 173.25
	VH-tub-36-6	36" x 6 inch Vacuum Tube	\$ 215.00	\$ 225.75
	VH-tub-48-6	48" x 6 Inch Vacuum Tube	\$ 230.00	\$ 241.50
	VH-tub-60-6	60" x 6 inch Vacuum Tube	\$ 270.00	\$ 283.50
	VH-RACK-6	6 inch Vacuum Tube Rack 4 pipe	\$ 268.00	\$ 281.40
	VH-tub-36CR8	36" x 8 Inch Vacuum Tube Crown	\$ 185.00	\$ 194.25
	VH-tub-36-8	36" x 8 inch Vacuum Tube	\$ 225.00	\$ 236.25
	VH-tub-48-8	48" x 8 Inch Vacuum Tube	\$ 240.00	\$ 252.00
	VH-tub-60-8	60" x 8 inch Vacuum Tube	\$ 280.00	\$ 294.00
	VH-RACK-8	8 inch Vacuum Tube Rack 4 pipe	\$ 280.00	\$ 294.00
	VH-Gate-3in	3" Gate Valve Drain Assy	\$ 500.00	\$ 525.00
	VH-LF-3	3" x 10ft lay Flat Hose	\$ 130.00	\$ 136.50
	VH-Gate-4in	4" Gate Valve Drain Assy	\$ 800.00	\$ 840.00
	VH-LF-4	4" x 10ft lay Flat Hose	\$ 145.00	\$ 152.25
	VH-Gate-6in	6" Gate Valve Drain Assy	\$ 1,500.00	\$ 1,575.00
	VH-LF-6	6"x10ft Lay Flat Hose	\$ 165.00	\$ 173.25
CO49 CO50 HO59 HO60 DO39 B027A B027B B027C B027D B027E B027F B027G B027H B027I		BLOWER OPTIONS		
	PH-PD-350	350 CFM Blower	\$ 1,400.00	\$ 1,470.00
	PH-PD-500	550 CFM Blower	\$ 1,800.00	\$ 1,890.00
	PH-PD-700	700 CFM Blower	\$ 2,500.00	\$ 2,625.00
	PH-PD-800	800 CFM Blower	\$ 2,500.00	\$ 2,625.00
	PH-PD-1100	1,100 CFM Blower	\$ 3,500.00	\$ 3,675.00
	PH-PD-1400	1,400 CFM Blower	\$ 5,500.00	\$ 5,775.00
	PH-PD-2100	2,100 CFM Blower	\$ 7,500.00	\$ 7,875.00
	PH-PD-2400	2,400 CFM Blower	\$ 9,500.00	\$ 9,975.00
	PH-PD-2800	2,800 CFM Blower	\$ 12,500.00	\$ 13,125.00
	PH-PD-3000	3000 CFM Blower	\$ 12,800.00	\$ 13,440.00
	PH-PD-3200	3,600 CFM Blower	\$ 16,000.00	\$ 16,800.00
	PH-PD-4500	4,500 CFM Blower	\$ 18,500.00	\$ 19,425.00
	PH-PD-3600 to4500	4,500 CFM Blower From 3600 CFM Blower 8"	\$ 11,700.00	\$ 12,285.00
	PH-PD-CYCLON	Cyclone separator	\$ 3,900.00	\$ 4,095.00

	PH-DOG PUMP	Pump Doghouse Enclosure	\$ 1,500.00	\$ 1,575.00
	PH-CP-ENCLOSE	Control Panel Enclosure	\$ 650.00	\$ 682.50
	PH-DOG HEAT	Pump Doghouse Enclosure with Heater	\$ 3,500.00	\$ 3,675.00
	PH-WATER ENCL	Water Tank Enclosure	\$ 12,000.00	\$ 12,600.00
	PH-GEN BTU	General Enclosure with Heater	\$ 3,500.00	\$ 3,675.00
	PH-REEL-ENC1	Hose Reel Enclosure Roll Up Doors Single Reel	\$ 8,500.00	\$ 8,925.00
	PH-REEL-ENC2	Hose Reel Enclosure Roll Up Doors Dual Reel	\$ 9,500.00	\$ 9,975.00
CO49 CO50 HO59 HO60 DO39 B027A B027B B027C B027D B027E B027F B027G B027H B027I		ELECTRICAL OPTIONS		
	9000-0010	12 volt power outlet	\$ 80.00	\$ 84.00
	JE-30004-6302	3000 Watt Inverter	\$ 1,200.00	\$ 1,260.00
	9000-0087	Arrowstick-In Cab Controls	\$ 1,500.00	\$ 1,575.00
	9000-0087UP	Arrowstick-In Cab Controls Upgrade Package	\$ 2,500.00	\$ 2,625.00
	9000-0022	Strobe Light -In Cab Controls	\$ 295.00	\$ 309.75
	9000-0065	Beacon Light -In Cab Controls	\$ 325.00	\$ 341.25
	9000-0065LED	Beacon Light LED-In Cab Controls	\$ 395.00	\$ 414.75
	9000-0087 WHEL	Whelen Strobe and Arrowboard Upgrade	\$ 3,500.00	\$ 3,675.00
	9000-0087 SHO	SHO LED Light Upgrade Strobe Arrowstick	\$ 2,800.00	\$ 2,940.00
	9000-0112	LED Light Upgrade Tail lights Markers	\$ 250.00	\$ 262.50
	9LED CORNER	LED Light Corner Strobe Qty 4	\$ 1,250.00	\$ 1,312.50
	LED-UP	LED Safety Light Upgrade	\$ 1,500.00	\$ 1,575.00
	9000-B-UP	Back Up Camera	\$ 1,800.00	\$ 1,890.00
	9000-0024	Work Light LED	\$ 200.00	\$ 210.00
	9000-0011	Hand Held Spot Light	\$ 192.00	\$ 201.60
	9000-0066	Hand Held Spot With Reel	\$ 260.00	\$ 273.00
	9000-0030 P	Low Water Warning Light	\$ 205.00	\$ 215.25
	9000-0030 Alarm	Low Water Warning Alarm	\$ 250.00	\$ 262.50
	9000-0023	Panel Light	\$ 80.00	\$ 84.00
	9000-SAFETY	Safety Shutdown Lanyard	\$ 85.00	\$ 89.25
	9000- REM 25	Remote Pendant 25ft Cord	\$ 3,000.00	\$ 3,150.00
	9000- REM WIR	Wireless Remote	\$ 4,800.00	\$ 5,040.00
	9000- REM WIR	Water ON/OFF Remote	\$ 2,500.00	\$ 2,625.00
CO49 CO50 HO59 HO60 DO39 B027A B027B B027C B027D B027E B027F B027G B027H B027I		TOOL BOX OPTIONS		
	3004-5047	TOOL BOX 18 X 18 X 36 TM Locking	\$ 864.00	\$ 907.20
	3004-5048	TOOL BOX 18 X 18 X 24 TM Locking	\$ 600.00	\$ 630.00
	7066-152652DB-A	TOOLBOX - DRAWBAR 15X 26 X 15. TR Locking	\$ 560.00	\$ 588.00
	7600-0103	TOOL TRAY 10Hx9Dx75W TM	\$ 840.00	\$ 882.00
	7600-0279	TOOL BOX 19 X 33 X 20 TM Locking	\$ 720.00	\$ 756.00
	7600-0453	TOOL BOX 12 X 14 X 72 TM Locking	\$ 980.00	\$ 1,029.00
	7600-0475	TOOL BOX DVR STORAGE 16x22x28 Locking TR-TM	\$ 660.00	\$ 693.00
	7600-0615	TOOLBOX 12 X 12 X 48 Locking TR-TM	\$ 720.00	\$ 756.00
	7600-121236STB	Saddle TOOLBOX - 12x12x36 Locking TR-TM	\$ 600.00	\$ 630.00
	7600-121248STB	Saddle TOOLBOX - 12x12x48 Locking TR-TM	\$ 720.00	\$ 756.00
	7600-121436TT	TOOLTRAY- 12 X 14 X 14 X 36 TR-TM	\$ 520.00	\$ 546.00
	7600-121460TT	TOOLTRAY 14" Or 12" X 14" X 60" TM	\$ 880.00	\$ 924.00
	7600-121472TT	TOOLTRAY 14" Or 12" X 14" X 72" TM	\$ 920.00	\$ 966.00
	7600-12936LB	TOOLBOX 12" X 9" X 36" LOCKING TR-TM	\$ 570.00	\$ 598.50
	7600-141436LB	TOOL BOX 36"x14x14 ABOVE FRAME Locking TR-TM	\$ 640.00	\$ 672.00
	7600-141448LB	TOOL BOX 48"x14x14 ABOVE FRAME Locking TR-TM	\$ 760.00	\$ 798.00
	7600-164272LB	TOOLBOX - 14"D X 42"H X 72"W Locking TM	\$ 1,280.00	\$ 1,344.00
	7600-181860SDLB	TOOLBOX SWING DOWN 18" x18x60 LOCKING TM	\$ 960.00	\$ 1,008.00
	7600-193340LB	TOOLBOX- 15 X 33 X 40 LOCKING TM	\$ 1,060.00	\$ 1,113.00
	7600-242460LB	TOOLBOX- 24"x24"x60" LOCKING TM	\$ 1,080.00	\$ 1,134.00
	7600-5023	TOOLBOX 14" X 14" X 48" Locking TM	\$ 760.00	\$ 798.00
	7600-841414LB	TOOLBOX 84" X 14" X 14 Locking TM	\$ 1,120.00	\$ 1,176.00
	7600-841818SDLB	TOOLBOX 84" X 18" X 18 Swing Down Locking TM	\$ 1,200.00	\$ 1,260.00
	7600-9101250TT	TOOL TRAY - FENDER 9" X 10" X 12"X 50" TR	\$ 640.00	\$ 672.00
	MU281818.U	BOX, TOOL Swing Down 28x18x18 STEEL Locking TM	\$ 640.00	\$ 672.00
	MU481818.U	BOX, TOOL Swing Down 48x18x18 STEEL Locking TM	\$ 840.00	\$ 882.00

	MU961613.U	BOX, TOOL Swing Down 96x16x13 STEEL Locking TM	\$ 1,250.00	\$ 1,312.50
	MU961818.U	BOX, TOOL Swing Down 96x18x18 STEEL Locking TM	\$ 1,320.00	\$ 1,386.00
	PH SPECIAL BOX	BOX, TOOL SPECIAL DESIGN	\$ 1,500.00	\$ 1,575.00
	BOX-RUBBER	Rubber Bottom Of Box Per Box	\$ 150.00	\$ 157.50
CO49 CO50 HO59 HO60 DO39 B027A B027B B027C B027D B027E B027F B027G B027H B027I		ACCESSORIES		
	PH HOLE WRENCH	Hydrant Wrench	\$ 25.00	\$ 26.25
	PH HOLE HOOK	Manhole Hook	\$ 35.00	\$ 36.75
	UPMAN	Upper Man Hole Roller Aluminum	\$ 250.00	\$ 262.50
	LOMAN	Lower Manhole Shoe With Drop poles	\$ 675.00	\$ 708.75
	HEADRACKTM	Headache Rack	\$ 1,500.00	\$ 1,575.00
	PVC8STOR	Tool Storage (PVC 8") Storage Rack	\$ 350.00	\$ 367.50
	CONES36	Traffic Cones each	\$ 18.00	\$ 18.90
	SLADDER	Side Ladder	\$ 358.00	\$ 375.90
	TLADDER	Tank Ladder Over Complete Tank	\$ 1,500.00	\$ 1,575.00
	TM STOR ELL	Electric ell Carrier with Winch	\$ 6,200.00	\$ 6,510.00
	3007-7000	Tiger Tail 3"	\$ 85.00	\$ 89.25
	3007-7001	Tiger Tail 2"	\$ 75.00	\$ 78.75
	3021-0088	Traffic Cone Rack	\$ 125.00	\$ 131.25
	H2OSTORE	Water Cooler Storage Rack	\$ 135.00	\$ 141.75
	H2O5GA	Water Cooler 5 Gallon	\$ 55.00	\$ 57.75
	Fiber6ftqty4	Fiberglass Pole Storage Rack with (4) 6ft Poles	\$ 775.00	\$ 813.75
	DEBRIS AL 6	Debris Catcher 6"	\$ 275.00	\$ 288.75
	DEBRIS AL8-10	Debris Catcher 8"-10"	\$ 325.00	\$ 341.25
	CRANE FERA	Flush Truck Crane	\$ 25,000.00	\$ 26,250.00
	PHSBLOWER	Smoke Blower Package	\$ 2,000.00	\$ 2,100.00
	PH HAM MH	Hammer Manhole SM	\$ 245.00	\$ 257.25
	PH HAM MH -1	Hammer Manhole LG	\$ 275.00	\$ 288.75
CO49 CO50 HO59 HO60 DO39 B027A B027B B027C B027D B027E B027F B027G B027H B027I		TRAILER TRUCK OPTIONS		
	AXLE-35	3,500# Axle Dual	\$ 1,500.00	\$ 1,575.00
	AXLE-55	5,500# Axle Dual	\$ 1,800.00	\$ 1,890.00
	AXLE-60	6,000# Axle Dual	\$ 2,200.00	\$ 2,310.00
	AXLE-80	7,000# Axle Dual	\$ 2,800.00	\$ 2,940.00
	AXLE-80	8,000# Axle Dual	\$ 3,200.00	\$ 3,360.00
	AXLE-100	10,000# Axle Dual	\$ 4,200.00	\$ 4,410.00
	AXLE-80-1	7,000# Single Axle	\$ 1,200.00	\$ 1,260.00
	PH-SPARE-TR	Spare Tire Rim Mounted	\$ 875.00	\$ 918.75
	PH-Tra-Rim Tire	Spare Tire Rim Loose	\$ 675.00	\$ 708.75
	PH-2.5.16 HT	2-5/16" Ball Hitch	\$ 150.00	\$ 157.50
	PH-PINT- HT	Pintle Hitch	\$ 181.00	\$ 190.05
	PH-HYD LIFT	3000 LB Hydraulic lift	\$ 2,000.00	\$ 2,100.00
	PH-Elect LIFT	2500 LB Electric lift	\$ 850.00	\$ 892.50
	PH-5KJSTAND	5,000# Screwjack Stand	\$ 200.00	\$ 210.00
	BULL DOG 12K	12,000# Bull Dog Drop leg Jack Stand	\$ 500.00	\$ 525.00
	PH-TR H BRAKE	Hydraulic Brakes	\$ 2,500.00	\$ 2,625.00
	PH-TR EL BRAKE	Electric Brakes	\$ 750.00	\$ 787.50
	PH-HUBS-CR	Chrome Hubcap Each	\$ 50.00	\$ 52.50
	PH-RIMS-CR	Chrome Rims Each	\$ 125.00	\$ 131.25
	PH-TOW 14-28	Heavy Duty Draw Bar 14" to 28"	\$ 1,200.00	\$ 1,260.00
	PH-TR H BRAKE	Goose Neck Trailer Add On	\$ 15,000.00	\$ 15,750.00
	PH-35418 Deduct	For Deduct from PH 3944 To PH35418 Trailer (18gpm @ 4000) Same Standard Equipment (Deduct)	\$ (4,000.00)	
	PH-75418 TM Deduct	For Deduct from PH 7944TM To PH75418 Truck (18gpm @ 4000) Same Standard Equipment (Deduct)	\$ (4,000.00)	
	PH-JR PIPEHUNTER	For Deduct from 3944 To Jr Pipehunter (Skid Only) 14gpm @ 3000 220 Gallons water 300 ft Hose electric reel Gasoline engine (Deduct)	\$ (31,500.00)	

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, 2018, and to continue through December 31, 2020 (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: **SC01-18**, including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No: **SC01-18**, 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, 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.

SUBCONTRACTS & ASSIGNMENTS

ARTICLE 7: 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.

EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

ARTICLE 8: 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.

REPORTING REQUIREMENTS

ARTICLE 9: 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.

MOST FAVORED CUSTOMER CLAUSE

ARTICLE 10: 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.*

SEVERABILITY

ARTICLE 11: 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.

DISPUTES

ARTICLE 12: 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 AND PAYMENT BOND FOR INDIVIDUAL ORDERS**

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, **CONTRACTOR** must be prepared to offer a PPB to cover any specific order if so requested by **END USER**. **CONTRACTOR** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER**'s purchase order.

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:


Jack Steele, Executive Director


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


Director

Date: JANUARY 9, 2019

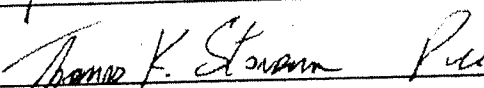
Signed for **Texas Underground Inc.**
Pearland, Texas:

Printed Name & Title:


Todd B. Bohn National Sales Manager

Attest for **Texas Underground Inc.**
Pearland, Texas:

Printed Name & Title:


Thomas K. Starnam Pres

Date: 12-12, 2017

Date: 12-12, 2017

Attachment A
Texas Underground, Inc.
Sewer Cleaning, Hydro-Excavating, Inspection Equipment and Miscellaneous Services
Contract No.: SC01-18

H-GAC PRODUCT ITEM BASE OFFERING PRICES

H-GAC Product Code	Description	Base Offered Price
Pipehunter		
B. Sewer Cleaners, Positive Displacement Type, For Truck Mounting		
B027A	Combination Sewer Cleaner 6" 3634PH6C 3Yd Debris Body, Single Engine	\$167,019.00
B027B	Combination Sewer Cleaner 6" 5634PH6C 5Yd Debris Body, Single Engine	\$169,019.00
B027C	Combination Sewer Cleaner 6" 7634PH6C 7Yd Debris Body, Single Engine	\$172,019.00
B027D	Combination Sewer Cleaner 6" 91034PH6C 9Yd Debris Body, Single Engine	\$184,019.00
B027E	Combination Sewer Cleaner 6" 121034PH6C 12Yd Debris Body, Single Engine	\$187,019.00
B027F	Combination Sewer Cleaner 8" 5635PH8C 5Yd Debris Body, Single Engine	\$230,219.00
B027G	Combination Sewer Cleaner 8" 7635PH8C 7Yd Debris Body, Single Engine	\$232,219.00
B027H	Combination Sewer Cleaner 8" 91035PH8C 9Yd Debris Body, Single Engine	\$238,219.00
B027I	Combination Sewer Cleaner 8" 121035PH8C 12Yd Debris Body, Single Engine	\$241,219.00
C. Jet Rodders, For Truck & Trailer Mounting		
C049	Model - #3944 - Trailer Mounted Sewer Cleaner	\$48,908.00
C050	Model - #7944 - Truck Mounted Sewer Cleaner	\$66,826.00
D. Hydroexcavators, Truck & Trailer Mounted		
D039	Trailer Mounted Hydro-Excavator	\$55,181.00 ✓
E. Standard Portable Sewer Inspection Systems		
E048	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.	\$54,000.00
E048A	Push Camera System 200' Reel Assembly, Monitor Box Assem., LCD Screen, waterproof transport case	\$4,995.00
E048B	Portable Mainline Crawler System, Pan and Tilt Crawler, Text Overlay, Digital recording	\$36,000.00
H. Miscellaneous Sewer Equipment		
H059	Sidekick Easment Machine; Hyd 4-Wheel Drive	\$29,977.24
H060	VacHunter Combo Jet/Vac Trailer	\$146,143.00
H061	RED DAWG SEWER CLEANING NOZZLE KIT 1/2"	\$2,300.00
H062	RED DAWG SEWER CLEANING NOZZLE KIT 3/4"	\$2,750.00
H063	RED DAWG SEWER CLEANING NOZZLE KIT 1"	\$3,500.00
H064	RED DAWG STORM WATER CLEANING NOZZLE KIT 1" & 3/4"	\$3,800.00
H064A	Red Dawg Root Cutter Kit, 105 Series	\$3,850.00

Todd Bolin

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