

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ELXSI, INC., DBA CUES, INC.

THIS LINKING AGREEMENT (this "Agreement") is entered into as of October 14, 2014, between the City of Glendale, an Arizona municipal corporation (the "City"), and Elxsi, Inc., dba CUES, Inc., a Florida corporation ("Contractor"), collectively, the "Parties."

RECITALS

- A. On **January 1, 2012**, the **Houston-Galveston Area Council ("H-GAC")** entered into a contract with Contractor to purchase the goods and services described in the **Sewer Inspection Camera System and Hi Cube Cargo Van Contract**, which is attached hereto as **Exhibit A**. The H-GAC permits its cooperative use by other governmental agencies including the City. The H-GAC is hereinafter referred as the Cooperative Purchasing Agreement.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was **January 1, 2012**, until the date the contract expires on **December 31, 2014**, unless the term of the Cooperative Purchasing Agreement

is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not extend the contract beyond **December 31, 2014**. The initial period of this Agreement therefore is the period from the Effective Date of this Agreement until **December 31, 2014**.

2. Scope of Work; Terms, Conditions, and Specifications.

- a) Contractor shall provide City the supplies and/or services identified in the Scope of Work attached hereto as **Exhibit B**.
- b) Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporate into and are an enforceable part of this Agreement.

3. Compensation.

- a) City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree otherwise, as provided in **Exhibit B** hereto.
- b) The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed **\$260,389.15**.

4. Cancellation. This Agreement may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.

5. E-verify. Contractor complies with ARIZ. REV. STAT. § 23-214 and agrees to comply with the requirements of ARIZ. REV. STAT § 41-4401.

6. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Montana Slack
6210 W. Myrtle Avenue, Suite #111
Glendale, Arizona 85301

and

Elxsi, Inc., dba CUES, Inc.
c/o Robin Guthrie
3600 Rio Vista Avenue
Orlando, FL 32805
800-327-7791

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

“City”

City of Glendale, an Arizona
Municipal corporation

By: 
Brenda S. Fischer, City Manager

“Contractor”

Elxsi, Inc., dba CUES, Inc.,
a Florida Corporation

By: 
Paul Stenzler, Vice President of Sales

ATTEST:


Pamela Hanna, City Clerk (SEAL)

Approved as to Form:

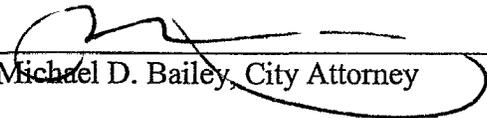

Michael D. Bailey, City Attorney

EXHIBIT A

Sewer Cleaning Hydro-Excavating, Inspection Equipment & Miscellaneous Services Contract

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

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

ARTICLE 1:

SCOPE OF SERVICES

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

ARTICLE 2:

THE COMPLETE AGREEMENT

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

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

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

ARTICLE 3:

LEGAL AUTHORITY

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

ARTICLE 4:

APPLICABLE LAWS

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

ARTICLE 5:

INDEPENDENT CONTRACTOR

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

ARTICLE 6:

END USER AGREEMENTS

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

ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS

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

ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

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

ARTICLE 9: REPORTING REQUIREMENTS

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

ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE

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

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

ARTICLE 11: SEVERABILITY

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

ARTICLE 12: DISPUTES

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

ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY

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

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

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

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

ARTICLE 15: TERMINATION FOR CAUSE

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

ARTICLE 16: TERMINATION FOR CONVENIENCE

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

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

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

ARTICLE 18: GOVERNING LAW & VENUE

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

ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE

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

ARTICLE 20:

LIQUIDATED DAMAGES

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

ARTICLE 21:

PERFORMANCE BONDS FOR INDIVIDUAL ORDERS

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

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

ARTICLE 22:

CHANGE OF CONTRACTOR STATUS

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

ARTICLE 23:

LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD *IF APPLICABLE*

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

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

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



Executive Director

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



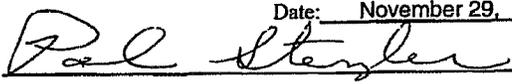
Deidre Vick, Director of Public Services
Date: Dec 15, 2011

Signed for Elxsi dba Cues
Orlando, Florida



Printed Name & Title: David Doolittle, Vice President

Attest for Elxsi dba Cues
Orlando, Florida:

Date: November 29, 2011


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

Date: November 29, 2011

EXHIBIT B

METHOD AND AMOUNT OF COMPENSATION

Method of payment is provided in Section 3 of the Agreement. The amount of compensation for the purchase of one (1) Sewer Inspection Camera System and Hi Cube Cargo Van is provided in attached Contract Pricing Worksheet, per Contract No. SC01-12.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$260,389.15.

DETAILED PROJECT COMPENSATION

In accordance with the terms and conditions of this Agreement and award pursuant to Houston-Galveston Area Council Contract No. SC01-12, the City is retaining Elxsi, Inc., dba CUES, Inc., for the purchase of one (1) Sewer Inspection Camera System and Hi Cube Cargo Van.



CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:

SC01-12

Date Prepared:

8/18/2014

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC. The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.

Buying Agency:	City of Glendale	Contractor:	CUES, Inc 3600 Rio Vista Ave Orlando, FL 32805
Contact Person:	Montana Slack	Prepared By:	Robin Guthrie
Phone:	623-930-2621	Phone:	800-327-7791
Fax:		Fax:	407-425-1569
Email:	mslack@glendaleaz.com	Email:	robing@cuesinc.com
Product Code:	G016	Description:	Sewer Inspection for Hi Cube Van

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$75,136.00

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
OZ III camera in lieu of mainline camera	\$3,600.00		
Ford E450 chassis and body	\$29,327.00		
GXP system	\$20,153.00		
rear monitor	\$1,771.00		
Compact Steerable Pipe Ranger transporter	\$22,500.00		
LAMP II system	\$75,875.00		
summit system upgrade	\$5,900.00	Subtotal From Additional Sheet(s):	
		Subtotal B:	\$159,126.00

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
chassis increase 2012 to 2014	\$2,400.00		
safe exit/entry bumper	\$1,693.00		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	\$4,093.00

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: 2%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
Delivery	1635		
Sales Tax - 8.5%	20399.15		
		Subtotal D:	22034.15

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D): \$260,389.15

Quantity Ordered:	1	X Subtotal of A + B + C + D:	260389.15	=	Subtotal E:	\$260,389.15
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F. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost
		Subtotal G:	0

Delivery Date: 90-120 days **H. Total Purchase Price (E+F+G):** \$260,389.15

Attachment A

ELXSI d/b/a CUES

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

Contract No. SC01-12

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

Detailed Specifications For GLENDALE, AZ

FORD ECONOLINE COMMERCIAL CUTAWAY E-450 SUPER DUTY 176" DRW ENGINE

6.8L SOHC EFI TRITON V10 ENGINE

TRANSMISSION

5-SPEED AUTOMATIC TRANSMISSION W/OD - including: auxiliary oil cooler, tow / haul mode

AXLE

4.56 AXLE RATIO

TIRES

LT225 / 75R16E ALL SEASON BSW TIRES

SEAT TYPE

DUAL HIGH BACK BUCKET SEATS -including: inboard armrests AIR

CONDITIONING

MANUAL AIR CONDITIONING

STANDARD EQUIPMENT

Mechanical

6.8L SOHC EFI Triton V-10 engine
5-speed automatic transmission with OD -including auxiliary oil cooler, tow / haul mode
4.56 axle ratio with limited slip differential
Electronic throttle control
Rear wheel drive
72 amp / hour 650 CCA battery
120 amp HD alternator
4600# capacity twin I-beam front axle
9500# capacity full-floating rear axle
4600# capacity front coil springs
9500# capacity rear single stage multi-leaf springs
Front stabilizer bars
HD front / rear shocks
Handling package
Steel valve stems
Power steering with HD steering gear
Power 4-wheel disc brakes
Auxiliary fuel port

Exterior

Dual rear wheels
16" X 6" white painted steel wheels
LT225/75R16E all-season BSW tires
Black painted front bumper with lower black plastic valence
Sealed beam headlights
Solar tinted glass
Interval windshield wipers
Manual telescoping trailer tow mirrors with manual glass and two way fold Front license plate bracket

Entertainment

AM / FM stereo -including: digital clock, (2) speakers

Interior

Dual high back bucket seats -including: inboard armrest
Medium flint, vinyl seat trim
Slimline color-keyed engine cover console -including: dual stowage bin, (3) cupholders Black vinyl full floor covering
Tilt steering wheel
Medium flint - color instrument panel -including: double 12 volt power point, tachometer Key in ignition warning chime
Front air conditioning
Dash sound absorber
Glove box with auxiliary power point
Medium flint - color door trim panels with single stowage area Driver and passenger black cowl trim panels
Front vinyl - faced molded headliner
Dual color - keyed sun visors
Light and convenience group
Front dome light
Front door courtesy light switches
Black plastic step well pads
Color - keyed cowl grab handles

Safety

4 - wheel anti-lock brakes
Driver / front passenger 2nd generation airbags
Color coordinated 3-point safety belts with front outboard height adjustment Dual note electric horn

16X8X7 CARGO BOX WITH WALKTHRU

- AeroCap With Walk-Through
- Galvanized "z" wall posts on 16" centers
- Full width "pooched" rear step bumper
- Heavy-duty cast aluminum corners
- Anti-snap roof bows on 16" centers
- Threshold flush with drain trough
- 2" x 6" dense pine flooring
- .040 smooth aluminum
- LED stop/turn/tail and clearance lights
- Full width Barn doors with CAM (Pipe) Locks on each door ·Two (2) Master Lock
- Gray kemlite on inside of rear doors
- 3" structural steel i-beam crossmembers
- Complete body skirting
- Galvaneal steel rear frame
- Drain trough on rear threshold
- Solid kickplate on bumper
- 6" set-back
- Back-up alarm

LED TRAFFIC DIRECTOR WITH 30FT CABLE

A LED Traffic Advisor shall be supplied.



CUES STANDARD WARRANTY

CUES ("CUES") warrants that all parts, components, and equipment manufactured by CUES shall be free from defects in material and workmanship under normal use and service for which it was intended for a period of twelve (12) months from the date of shipment of materials by CUES to the purchaser. CUES' obligation under this warranty is limited, at CUES' option, to replacing or repairing, free of charge, any defective materials returned, freight prepaid, to the CUES designated service facility. For all warranty claims, the materials must be returned in accordance with CUES Material Return Policy.

Major items of equipment, such as vehicles, generators, etc., furnished, but not manufactured by CUES, will be covered only under the warranty of the third party manufacturer of such equipment. Expendable parts, such as light bulbs, fuses, connectors, etc., are excluded from this warranty.

Purchaser must notify CUES of a breach of warranty not later than the last day of the warranty period; otherwise, such claims shall be deemed waived.

CUES does not warrant the materials to meet the requirements of the safety codes of any federal, state, municipal or other governmental or administrative jurisdiction. Purchaser assumes all risk and liability whatsoever resulting from the use of its products, whether used singly or in combination with other products, machines or equipment.

This Warranty shall not apply to any materials, or parts thereof, which have; (a) been repaired or altered by anyone other than CUES without CUES' written consent; (b) been subject to misuse, abuse, negligence, accident, or damage; (c) not been installed or operated in accordance with CUES' printed instructions, or; (d) been operated under conditions exceeding or more severe than those set forth in the specifications of design tolerance of the equipment.

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CUES neither assumes nor authorizes any person (including employees, agents, or representatives of CUES) to assume for it any other liability, guarantee, or warranty in connection with the sale or use of the materials, and no oral agreements, warranties, or understandings exist collateral to or affecting this warranty.

This warranty shall not be extended, altered, modified, or waived except by a written instrument signed by CUES.