



COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This **Cooperative Purchase Customer Agreement ("Customer Agreement")** is entered into by and between HOLT-CAT ("**Vendor**") and the **City of Burleson, ("Customer" or "Authorized Customer")**, a Texas government entity, and a Customer authorized to purchase goods or services pursuant to the Agreement between the SOURCEWELL Cooperative Purchasing ("**Cooperative Entity**") and Vendor, **Contract No.** 020223, as amended, (the "**Agreement**") with an expiration date of 04/17/2027.

This Customer Agreement includes and shall be governed by the following items which are attached hereto and/or incorporated herein by reference.

- i. The terms and conditions of the Agreement, which are incorporated herein by reference and available online or upon request from Vendor;
- ii. The City of Burleson Standard Terms and Conditions, which are incorporated herein by reference and available at **this link** or upon request from the Customer.
- iii. The attached Vendor Quote/Purchase Order, if applicable;
- iv. The Standard Addendum with the City of Burleson, if applicable

Authorized Customer is eligible and desires to purchase

ONE (1) MINI EXCAVATOR AND ONE (1) BACKHOE LOADER AS DESCRIBED IN ATTACHMENTS A & B.

pursuant to the terms and conditions of the Agreement as the Cooperative Entity may specify from time to time, as well as the terms and conditions of this Customer Agreement. To ensure goods and services are provided directly to the Customer, the Cooperative Entity will only be responsible for services provided to the Cooperative Entity will not be responsible for payments for services provided to the Customer.

The Authorized Customer agrees to the terms and conditions of the Agreement as applicable and as authorized by law. The Authorized Customer hereby agrees that it is separately and solely liable for all obligations and payments for equipment, products and services provided hereunder. Vendor agrees that Customer shall be entitled to the same rights and protections under the law afforded to the Cooperative Entity under the Agreement, as applicable, as if Customer had entered into the Agreement. Except in the event of gross negligence or intentional misconduct, Customer's liability shall not exceed the amount paid by Customer under this Customer Agreement for the proceeding twelve (12) month period. Vendor agrees that until the expiration of three (3) years after final payment under this Customer Agreement, or the final conclusion of any audit commenced during the said three years, Customer, or Customer's designated representative, shall have access to and the right to audit at reasonable times, all records, hard copy or electronic, involving transactions relating to this Customer Agreement necessary to determine compliance herewith, at no additional cost to the Customer. Vendor agrees that the Customer shall have access to such records during normal business hours. Customer shall provide Vendor with reasonable advance notice of any intended audits.

Purchase Price - Payments under this Customer Agreement are in the amount of TWO HUNDRED EIGHTY-TWO THOUSAND, SEVEN HUNDRED NINTEY-FIVE AND NO/100 DOLLARS (\$282,795.00) ("**Purchase Price**").

Term - The Term of this Customer Agreement ("**Term**") shall be for one of the following as selected below (Select the type of contract that applies):

☒ **Single Purchase Contract** -The Term shall not exceed one (1) year, unless acknowledged in writing by both parties, and this Customer Agreement shall be for the purchase of goods or services as specified and quoted by the Vendor, and the Purchase Price shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

☐ **Supply / As Needed Contract**- The Term shall be effective as of October 1st and shall expire on September 30th at the end of FY. This Customer Agreement shall be for multiple purchases of goods or services on an as needed basis, from the same vendor under the same contract, and shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

☐ **Multi-Year Contract**-The Term shall be for one (1) year(s) expiring on _____.
This Customer Agreement may be renewed for two one- year renewals . Customer Agreement shall be with a single vendor for products and services. If the amount of expenditures under this Multi-Year Contract equals or exceeds \$50,000 in the aggregate, City Council approval is required. In the event the City does not appropriate sufficient funds to make payments during the current or any subsequent year, the City shall have the right to terminate this Multi-Year Contract at the end of any such fiscal year without penalty. If the price of any individual project under this contract exceeds \$50,000 a performance bond is required. If the individual project price exceeds \$100,000 both performance and payment bonds are required.

☐ **Emergency Purchase** - Purchases that are necessary to address a public calamity, because of unforeseen damage to property, or to protect the public health or safety where the City's ability to serve the public would be impaired if the purchase were not made immediately. Emergency purchases must meet the requirements of Local Government Code 252.022, and must be ratified by City Council if the purchase is \$50,000 or more.

(Standard Addendum - Select if Vendor has additional terms and conditions that apply to this purchase)

☐ **Standard Addendum with the City of Burleson, Texas** - If this purchase contains additional terms and conditions from the Vendor, other than those set forth in the Agreement, the Vendor shall agree to the Standard Addendum with the City of Burleson, Texas. Such applicable terms and conditions as set forth in the Standard Addendum shall supersede any conflicting terms of the Vendor's terms and conditions, and such Standard Addendum shall control. The Standard Addendum is incorporated herein by reference and **available online** or by request and made a part of this Customer Agreement for all purposes.

The undersigned represents and warrants that he/she has the power and authority to execute this Customer Agreement, bind the respective party, and that the execution and performance of this Customer Agreement has been duly authorized by the respective party. This Customer Agreement, and any amendment hereto, may be executed in counterparts, and electronically signed, scanned, digitally signed and sent via electronic mail and such signatures shall have the same effect as original manual signatures.

Each party has caused this Customer Agreement to be executed by its duly authorized representative on this the 21ST day of JULY 2025.

CITY OF BURLESON

By: _____

Name: _____

Title: _____

Date: _____

VENDOR DocuSigned by: HOLT-CAT

By: 
B67FE37F467144C...

Name: ryan hinojosa

Title: Governmental Sales Representative

7/8/2025

Date: _____

ATTACHMENT A



DATE: Mar 17, 2025
QUOTE #:356942-01

CITY OF BURLESON
TREY GEE

Ryan Hinojosa
817-692-8102

141 W RENFRO ST
BURLESON, TEXAS 76028-4296

One (1) New Caterpillar Inc Model: 308 Mini Excavator

LIST PRICE	\$187,670.00
SOURCEWELL CONTRACT- 020223 CAT 20%	(\$37,534.00)
ADDITIONAL HOLT DISCOUNT	(\$15,276.00)
TOTAL PURCHASE PRICE	\$134,860.00

WARRANTY

Standard Warranty: 24 Month/2000 Hour Total Machine Limited Warranty

MACHINE SPECIFICATIONS

DESCRIPTION	REF.#
QP1/CAB/LNG STK/CAMERA	637-9562
COUPLER, PG, MAN.D.LOCK, 7-9T - 4447498	4447498
LANE 3 ORDER	0P-9003
LINES, BOOM	514-8055
LINES, STICK	514-8067
STICK, LONG	563-2071
STD BLADE, STD U/C, TG W/PAD	562-3698
SEAT, AIR SUSP, FABRIC, HEATED	510-6070
PRODUCT LINK, CELLULAR PLE643	557-5123
INTEGRATED RADIO V2	639-4467
CAMERA, REAR VIEW	511-6235
INSTRUCTIONS, ANSI	523-3993
SERIALIZED TECHNICAL MEDIA KIT	421-8926
SHIPPING/STORAGE PROTECTION	0P-2266

DESCRIPTION	REF.#
LINKAGE, BUCKET W/ LIFTING EYE	568-1567
EOU HOUSE SWING COVER, 8T	605-3340
BELT, SEAT, 3" RETRACTABLE	510-6085
CAT KEY, WITH PASSCODE OPTION	522-6460
LIGHT, REAR, LED	511-6211
MIRROR, RIGHT SIDE, REAR VIEW	523-6409
BUCKET-HD, 24", 8.1 FT3, 7T	295-5952
MONITOR NEXT GEN, ADVANCED, CR	511-6177
PACKING, LAST MILE PROGRAM	0P-4299

STANDARD EQUIPMENT

POWERTRAIN

CAT C3.3B diesel engine	Automatic engine shut-off
US EPA Tier 4 Final/EU Stage V/	Automatic swing brake
China NR III	Automatic two speed travel
ISO 9249/EEC 80/1270	Fuel water seperator with indicator
Rated net power 55kW/72hp	Radial seal air filter
Electronic engine, turbo, DPF	Double element with warning indicator
Automatic engine idle	Extended life coolant - 37C

UNDERCARRIAGE

Greased and lubricated track	Tie down eyes on track frame
Hydraulic track adjusters	

HYDRAULICS

Smart tech electronic pump	Hydraulic temperature monitoring
Variable displacement piston pump	Accumulator - certified
Load sensing/flow sharing hydraulics	Hydro advanced hydraulic oil
Power on demand	

ELECTRICAL

90 ampere alternator	Signaling/warning horn
850 CCA maintenance free battery	Work lights
Battery disconnect	- Cab, boom left, front right
Circuit breaker	- Courtesy safety light
Ignition key stop switch	

OPERATOR ENVIRONMENT

Sealed and pressurized cab
Ergonomic joysticks control levers
Adjustable wrist rests
Air conditioner/heater with defroster &
Automatic temp control
Coat hook
Color LCD monitor:
- Fuel level, coolant temp, & warning
indicators
- Maintenance and machine monitoring
- Performance & machine adjustments
- Numeric security code
- Multiple languages
- Hour meter
- Ground level wakeup switch
- Jog dial control interface
Cup holder

Hydraulic lockout for all controls
LED interior light
Literature holder
Mirror rear view - Cab left
Molded footrests
Openable front windshield with assist &
integrated lower window
Rear window emergency exit
Removable washable floor mat
Retractable seat belt
Seat, fabric, high back, suspension
Travel control pedals with hand levers
Utility space for mobile phone
Front post mounted windshield wiper &
washer
Skylight
Mounting bosses for front & top guard

FLUIDS

Extended life coolant - 37C

Hydro advanced hydraulic oil

OTHER STANDARD EQUIPMENT

Accumulator, certification
Caterpillar corporate "one key" system
Door locks on cab door and external
enclosure doors
Lockable fuel cap
Beacon Socket
Ecology drain - engine
Radial seal engine air filter, double
element with restriction indicator
Side by side engine & hydraulic oil
cooler
Hydraulic fluid temperature monitoring
Joystick travel and steering mode
Travel cruise control

High definition hydraulics
- load sensing/flow sharing
Power on demand
Rear reflectors
Roll over protective structure (ROPS)
(ISO 12117-2)
Product link elite lite (regulations
apply)
Auxiliary hydraulic lines:
- 1-way and 2-way (combined function)
- Auxiliary line quick disconnects
- In cab adjustable auxiliary flow
- Continuous flow



ATTACHMENT B



DATE: Mar 08, 2025
QUOTE #:356411-01

CITY OF BURLESON
TREY GEE

Ryan Hinojosa
817-692-8102

141 W RENFRO ST
BURLESON, TEXAS 76028-4296

One (1) New Caterpillar Inc Model: 420 Backhoe Loader

LIST PRICE	\$194,310.00
SOURCEWEL CONTRACT- 020223 CAT 22%	\$42,748.20
ADDITIONAL HOLT DISCOUNT	(\$3,626.80)
TOTAL PURCHASE PRICE	\$147,935.00

WARRANTY

Standard Warranty: 12 Month/Unlimited Hours Total Machine

MACHINE SPECIFICATIONS

DESCRIPTION	REF.#
ST/QP28/C4EX/QC	542-7992
LANE 3 ORDER	0P-9003
ENG, 82KW, C3.6, T4F	542-7780
BELT, SEAT, 2" SUSPENSION	206-1747
TIRES, 12.5 80/19.5L-24, GY	379-2161
STABILIZER PADS, FLIP-OVER	9R-6007
CUTTING EDGE, TWO PIECE,WIDE	9R-5320
BUCKET-HD, 24", 7.3 FT3, PL	247-1950
COUPLER, PIN LOCK, BL F	544-1901
INSTRUCTIONS, ANSI	559-0872
SERIALIZED TECHNICAL MEDIA KIT	421-8926
FAN	387-6682

DESCRIPTION	REF.#
PACK, DOMESTIC TRUCK	0P-0210
RUST PREVENTATIVE APPLICATOR	462-1033
LOADER BUCKET PINS	545-8548
SHIPPING/STORAGE PROTECTION	461-6839
PRODUCT LINK, CELLULAR, PLE643	639-4880
STICK, EXT, 14'	543-4284
PT, 2WS, PSHF	544-1066
CAB, DLX	544-0883
DISPLAY, STD	545-5047
WORKLIGHTS (8) HALOGEN LAMPS	491-6734
SEAT, DLX FABRIC	611-0339
AIR CONDITIONER, T4F	542-7810
CTWT, 1015 LBS	337-9696
STD RADIO (12V)	540-2298
BATTERY, HEAVY DUTY	516-5913
AUTO-UP STABILIZERS	567-5090
GUARD, STABILIZER	353-1389
PLATE GROUP, BOOM WEAR	423-7607
LINES, AUX COMBO, E-STICK	548-1231
HYD, GP, 6FCN	542-7772
KIT, LOADER CPLR	596-8446
BUCKET-GP, 1.5 YD3, IT	251-1794
CARRIAGE, PAL CL3, 61", IT	6W-8832
FORK, PAL C3, 48"X 5" X 2"	596-1385

STANDARD EQUIPMENT

BOOMS, STICKS, AND LINKAGES

BACKHOE

- 14'4" Center pivot backhoe
- 4.3 Meters
- Boom and swing transport locks
- Pilot operated backhoe and electro hydraulic stabilizer controls
- Street type stabilizer shoes
- Anti-drift hydraulics (boom, stick, and E-stick)
- Cat Cushion Swing(tm) system

LOADER

- Single Tilt Loader
- Lift cylinder brace
- Self-leveling loader with single lever control
- Return-to-dig (automatic bucket positioner)
- Transmission neutralizer switch
- Bucket level indicator

POWERTRAIN

- Water separator
- Thermal starting aid system
- Dry type axial seal air cleaner with integral precleaner
- Automatic dust ejection system
- Filter condition indicator
- Hydraulically boosted multi-plate wet disk brake with dual pedals &

- Torque converter
- Transmission-four speed manual shift
- Neutral safety switch
- Spin-on filters for Fuel
- Engine oil
- Transmission oil
- Outboard Planetary Rear Axles

- interlock
- Differential lock

HYDRAULICS

- Pilot hoe and mechanical loader controls
- Load sensing, variable flow system with 43 gpm (162 L/min) axial piston pump
- 6 micron hydraulic filter
- Caterpillar XT-3 hose
- Hydraulic oil cooler
- Pilot control shutoff switch
- Flow-sharing hydraulic valves
- Hydraulic suction strainer

ELECTRICAL

- 12 volt electrical start
- Horn, front and rear
- Backup alarm
- Hazard flashers/turn signals
- Halogen head lights (2)
- Halogen rear flood lights (2)
- Stop and tail lights
- Audible system fault alarm
- Key start/stop system
- 850 CCA maintenance free battery
- Battery disconnect switch
- External Power Receptacle (12v)
- Diagnostic ports for engine and machine Electronic Control Modules

OPERATOR ENVIRONMENT

- Interior rearview mirror
- ROPS canopy, Rear Fenders
- 2-inch (50mm) retractable seat belt
- Tilt steering column
- Steering knob
- Hand and foot throttle
- Automatic Engine Speed Control
- One Touch Low Idle
- Floor mat and Coat Strap
- Lockable storage area
- Air suspension seat

FLUIDS

- Antifreeze - Extended Life Coolant
- 20F (-30C)

OTHER STANDARD EQUIPMENT

- Standard Storage Box
- Transport tie-down points
- Ground line fill fuel tank with 42.3 gal (160L) capacity & 5 gal (19L) diesel exhaust fluid
- Rubber impact strips on radiator
- guard
- CD-ROM Parts Manual
- Safety Manual
- Operations and Maintenance Manual
- Lockable hood
- Tire Valve Stem Protection