



Purchasing

COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This **Cooperative Purchase Customer Agreement ("Customer Agreement")** is entered into by and between PROFESSIONAL TURF PRODUCTS, LP ("**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 BUYBOARD Cooperative Purchasing Entity ("**Cooperative Entity**") and Vendor, **Contract No. 706-23**, as amended, (the "**Agreement**") with an expiration date of 05/31/2026

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

- a. The terms and conditions of the Agreement, which are incorporated herein by reference and available online or upon request from Vendor;
- b. 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.
- c. The attached Vendor Quote/Purchase Order, if applicable;
- d. The Standard Addendum with the City of Burleson, if applicable Authorized Customer is eligible and desires to purchase:

Chisenhall maintenance equipment as outlined in Exhibits 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.

1. Statutory Title VI Clauses. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "**Contractor**") agrees as follows:
 - a. compliance with Regulations: The Contractor (hereinafter includes Contractors) will comply with the Acts and the Regulations relative to non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the FHWA, as they may be amended from time to

time, which are herein incorporated by reference and made a part of this contract.

- b. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding payments to the Contractor under the contract until the Contractor complies, and/or
 - ii. cancelling, terminating, or suspending a contract, in whole or in part.
- f. Incorporation of Provisions:
 - i. The Contractor will include the provisions of §6.28(a)-6.28(e) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
 - ii. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non- discrimination statutes and authorities; including but not limited to:
- g. Pertinent Non-Discrimination Authorities:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
 - ii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - iii. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
 - iv. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
 - v. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits

- discrimination on the basis of age);
- vi. Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- vii. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964,
- viii. The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- ix. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
- x. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- xi. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Purchase Price - Payments under this Customer Agreement are in the amount of TWO HUNDRED SIXTY-THREE THOUSAND, FIVE HUNDRED FIFTY-FOUR DOLLARS AND 69/100 DOLLARS(\$263,544.69) ("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 \$100,000 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 the date of execution.

CITY OF BURLESON

PROFESSIONAL TURF PRODUCTS, LP

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

EXHIBIT A



Professional Turf Products, L.P.
 1010 North Industrial Blvd.
 Euless, Texas 76039
 Kyle Mitchell
 (817) 201-4444
 mitchellk@proturf.com



Count on it.



Ship To	Chisenhall Fields	Date:	11/24/2025
Bill To	Buyboard 706 23	Tax Rate	
Contact	Daniel Shafer	Destination	
Address		Trade-In	
		Finance	
Phone		Account Type	STD
Email		QMS: ID	Q195670
Comments:	Buyboard 706 23 discount is 21% off MSRP		

Proposal

Qty	Model #	Description	Extended	MSRP
2	03170	Reelmaster 3100-D	\$ 59,151.10	
6	03189	27 Inch 8 Blade (RR) Radial Reel EdgeSeries	\$ 29,395.74	
2	03172	27 Inch Lift Arm Kit	\$ 2,776.34	
2	119-0635	DPA CU Tipper Kit (For Reelmaster 3100 Series)	\$ 171.54	
2	03244	RM 3100 End Weight Kit (3)	\$ 603.76	
2	30358	Bimini Canvas Sunshade	\$ 576.10	
		Reelmaster 3100-D	\$ 92,674.58	\$ 117,244.69
1	03170 ACCY	Reelmaster 3100-D Accessories	\$ -	
3	03203	27 IN Verticutter	\$ 10,628.55	
1	03172	27 Inch Lift Arm Kit	\$ 1,388.17	
1	119-0635	DPA CU Tipper Kit (For Reelmaster 3100 Series)	\$ 85.77	
		Reelmaster 3100-D Accessories	\$ 12,102.49	\$ 15,319.60
1	44507	Topdresser 2500	\$ 17,980.33	
1	T0000-3423	Sidewind Jack	\$ 108.24	
		Topdresser 2500	\$ 18,088.57	\$ 22,896.92
1	41188	Multi Pro 1750	\$ 47,424.65	
11	120-0705	Light Blue 1.00 gpm nozzle @ 40 PSI	\$ 171.71	
1	41159	Electric Hose Reel Kit (KZ Valve)	\$ 4,352.15	
1	41249	Foam Marker Kit	\$ 2,701.34	
1	136-0457	Finish Kit, Foam Marker	\$ 580.76	
		Multi Pro 1750	\$ 55,230.61	\$ 67,843.71
1	74022	35 HP Kawasaki FX w/ 72" TF Deck - 26" Turf	\$ 12,551.81	
2	147-4600	Tires - HDX Pro XL	\$ 2,035.18	
1	139-6659	72 inch Recycler Kit	\$ 471.05	
		RLC Products	\$ 15,058.04	\$ 19,505.23

SubTotal	\$ 193,154.29
Destination	INCLUDED
Tax (Estimated)	-
TOTAL	\$ 193,154.29

Comments:

For all New Equipment, Demo units may be available for up to 20% savings.
 For all New Equipment, Refurbished units may be available for up to 40% savings.
 Due to unexpected issues with much of our supply chain, we are experiencing longer lead times than we have seen in the past. We are doing everything we can to get products to you as quickly as possible.

Terms & Conditions:

- 1. Prices & Finance Rates are subject to change at any time. Monthly Payments are Estimates based on Prices & Rates when quoted.
- 2. Due to the volatility of inflation, rising transportation costs, and supply shortages, some orders may incur additional cost increases that are beyond the control of PTP and the vendors we represent. These pricing adjustments may be made from the time the order is entered through equipment delivery. Any adjustments will be communicated to customers with orders in the system with a new sale price as they occur.
- 3. Order cancellations are subject to fees up to 10% of the original order value.
- 4. Equipment delivery time is estimated once credit is approved & documents are executed & is contingent on Manufacturer availability.
- 5. Payments by Credit Card are subject to convenience fee.
- 6. Used and Demo equipment is in high demand and availability is subject to change.
 - A. Upon firm customer commitment to purchase & credit is approved, said equipment availability will be determined.
 - B. In the event equipment is unavailable at time of order, PTP will employ every resource to secure an acceptable substitute.
 - C. PTP strongly advises the customer to issue a firm PO as quickly as possible after acceptance of quotation.
- 7. "Trade In Allowances" will be treated as a credit for future parts purchases on PTP account unless other arrangements have been made.

Returns Policy:

- 1. All returns & Canceled PO's are subject to restocking, refurbishing, usage, and shipping fees.
- 2. All returns must be able to be sold as new.
- 3. Items missing parts are non returnable.

Payment:

- 1. Terms are net 10 unless prior arrangements have been made.
- 2. Quoted prices are subject to credit approval.
 - A. PTP will work with third party financial institutions to secure leases when requested to do so.
 - B. When using third party financiers, documentation fees & advance payments may be required.
 - C. For convenience, monthly payments are estimated based on third party rate factors in effect at time of the quotation.
 - D. PTP assumes no liability in the event credit becomes unavailable or rates change during the approval process.
- 3. There will be a service charge equal to 1.5% per month (18% per annum) on all past due invoices.
- 4. By Law we are required to file a "Notice to Owner" of our intent to file lien in the event of payment default. This notice must be sent within 60 days of the date the original invoice and will happen automatically regardless of any special payment arrangements that may have been made.

Authorized Signature: _____ **Date:** _____



Pricing Quote

Quote #: 108850-1003

Date Quoted: October 23, 2025

Quote Expires: November 23, 2025

Prepared For:

Daniel Shafer
Chisenhall Sports Complex

Prepared By:

Professional Turf Products, Lp
Kyle Mitchell
1010 N. Industrial Blvd
Eules, TX 76039
Phone: 817-201-4444

Thank you for the opportunity to quote the following Ventrac product(s) for your review. I have added the items that we feel would best serve your needs. Please feel free to contact me with any questions.

QTY	Model #	Description	Unit Price	Total
1	4520P (39.51216)	Ventrac Tractor: KN, 4520P Kawasaki FD851D <i>Included Standard: Weight Transfer, SDLA Hand Controls, 4 Rear Weights, Front Fenders, Foot Pegs</i>	31,285.00	31,285.00
1	70.4200-99	Accessory: Kit, PRO KN4520	2,140.00	2,140.00
1	70.4067	Accessory: DUAL WHEEL KIT Kit, Duals Field Trax Black	1,695.00	1,695.00
1	70.4140	Accessory: DIGITAL SLOPE GAUGE Kit, Slope Indicator	460.00	460.00
1	MS720 (39.55111)	Attachment: MOWERS - FINISH MS, MS720 Mower SD	5,540.00	5,540.00
1	70.8164	Accessory: Kit, Mulching MS/MT720	400.00	400.00
1	EA600 (39.55460)	Attachment: AERA-VATOR EA, EA600 Aera-vator	8,340.00	8,340.00
1	70.8015	Accessory: Kit, Opt Seeder EA	3,495.00	3,495.00
8	47.0115	Accessory: ADDITIONAL WEIGHTS Weight, Suitcase - 42 LBS w/Box	125.00	1,000.00
1	EB480 (39.55494)	Attachment: AERATOR EB, EB480 Core Tine	2,895.00	2,895.00
1	ES220 (39.55500)	Accessory: BROADCAST SPREADER ES220 ES, ES220 Spreader Spyker	3,145.00	3,145.00
1	KM500 (39.55601)	Attachment: LOADER & TOOLS KM, KM500 Loader	6,195.00	6,195.00
1	KM410 (70.8265)	Accessory: KM, KM410 Pallet Forks	1,400.00	1,400.00
1	70.4144	Accessory: REAR WEIGHT BAR Kit, Rear Weight Bar	280.00	280.00
6	47.0115	Accessory: ADDITIONAL WEIGHTS Weight, Suitcase - 42 LBS w/Box	125.00	750.00
Subtotal				69,020.00

DISCOUNTS

Other Discount: Chisenhall Buybord (4%)	-2,760.80
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CHARGES

Setup Charges (3%)	+2,070.60
Delivery (3%)	+2,070.60

TOTAL USD \$	70,400.40
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Notes:

Buyboard 706-23

