



# Purchase Order

## City of Fair Oaks Ranch

PURCHASE ORDER # 03082024CH

7286 Dietz Elkhorn, Fair Oaks Ranch, TX 78015  
Phone 210-698-0900 Fax 210-698-3565  
acctspayable@fairoaksranchtx.org

Note: Please send all invoicing to ACCTS  
PAYABLE (acctspayable@fairoaksranchtx.org)

**VENDOR:** Holt Cat  
5665 SE Loop 410  
San Antonio, TX 78222-3903

**REQUESTOR:** City of Fair Oaks Ranch  
7286 Dietz Elkhorn  
Fair Oaks Ranch, TX 78015

### Purchase and Installation of Generator

- 480 Volt
- 60hz
- 3 Phase
- 4 Wire
- 3 Poles
- NEMA 3R Enclosure

Details included in attached proposal. Reference Quote # 313055931A and BuyBoard Contract # 685-22.

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**Total: \$89,673.41.**

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**Authorized By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**ATTACHMENT A  
TERMS AND CONDITIONS**

**DELIVERY DATE**

The delivery date shall be no later than the timeframe and/or date stipulated in the purchase order.

**PRICE**

The price to be paid by the City may not be higher than the amount included in the order.

**PAYMENT TERMS**

All payment terms shall be Net 30, and payments shall be made on approved invoices in accordance with the Texas Prompt Payment Act. The vendor shall not invoice for items until they have been accepted and approved by the City of Fair Oaks Ranch.

**TAXES**

The City of Fair Oaks Ranch is exempt from Federal and State Sales taxes.

**RIGHT OF INSPECTION**

City shall have the right to inspect the goods upon delivery before accepting them. Contractor shall be responsible for all charges for the return to Contractor of any goods rejected as being nonconforming under the specifications.

**F.O.B. DESTINATION**

This Order shall be processed as Freight On Board (F.O.B.) Destination, to the address specified in the order. The City of Fair Oaks Ranch assumes no liability for goods damaged while in transit and or delivered in a damaged or unacceptable condition. It shall be the responsibility of the vendor to handle all claims with carriers. In the event items are damaged in transit or arrive damaged to the City of Fair Oaks Ranch, the vendor shall ship replacement items immediately upon notification by the City of damage at no additional charge, and shall coordinate the shipment(s),

**TITLE AND RISK OF LOSS**

The title and risk of loss of goods shall not pass to the City of Fair Oaks Ranch until the City receives and takes possession of the goods at the point(s) of delivery, after inspection and acceptance of goods.

**MODIFICATIONS**

This agreement can be modified only by written agreement by both parties.

**BOYCOTTING ISRAEL PROHIBITED**

The City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract. (Texas government code chapter 2270) by entering this agreement, the vendor verifies that it does not Boycott Israel, and agrees

## Exhibit A

that during the term of the agreement will not Boycott Israel as that term is defined in the Texas Government Code Section 808.001, as amended.

### **ENERGY COMPANY BOYCOTTS**

Vendor represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2276.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Vendor shall promptly notify City.

### **FIREARM ENTITIES AND TRADE ASSOCIATION DISCRIMINATION**

Vendor verifies that:

(1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Vendor shall promptly notify City.



Austin • Brownsville • Corpus Christi • Dallas • Edinburg • Ft Worth • Laredo • Longview • Pflugerville • San Antonio • Victoria • Waco

**Quote No:** 313055931A  
**Quote Date:** February 22<sup>nd</sup>, 2024  
**Quote Expires:** March 22<sup>nd</sup>, 2024

Attn: Julio Colunga  
Re: Fair Oaks Water Station Request

Dear Julio,

We are pleased to submit the following confirmation of our quote. Holt Power Systems proposes to furnish this equipment & services at the attached quoted price.

Please review for compliance with discussions and site visits regarding this project, and advise as to any changes required.

Thank you for the opportunity of quoting this project. Holt Power Systems remains at your disposal for any additional information or assistance that you may require.

Sincerely yours,

*Ryan Stoughton*

Ryan Stoughton  
Power Systems Sales  
5665 SE Loop 410  
San Antonio, TX 78222-3903  
Cell: 949.394.1038  
[ryan.stoughton@holtcat.com](mailto:ryan.stoughton@holtcat.com)

**Exhibit A**

GENSET 1

Quantity	Feature Description
1	EPA STATIONARY EMERGENCY
1	60HZ
1	STANDBY POWER
1	480V/3PH
1	C7.1
1	UL 2200 LISTED PACKAGE GEN SET
1	ADEM A4 GOVERNOR
1	ALT SPACE HEATER
1	130C TEMP RISE OVER 40C AMB
1	ALT M2238L4 JY
1	GEN MTG & DUCT PLATE 2
1	INTEGRAL TANK BASE, 24HR
1	5 GALLON SPILL CONTAINMENT
1	AUDIO & FUEL ALARM (90% LEVEL)
1	EMERGENCY FUEL VENT PIPE UL-3"
1	SA LEVEL 2 ENCLOSURE WHITE B2
1	NFPA BUNDLE
1	PANEL MOUNTED AUDIBLE ALARM
1	INPUT EXPANSION MODULE
1	20A GFCI (CONTROLS SIDE)
1	EXTERNAL EMERGENCY STOP
1	WET BATTERY
1	BATTERY CHARGER 10 AMP
1	JACKET WATER HEATER
1	CURRENT TRANSFORMER 500:5
1	COOLANT RESERVIOR
1	LOW COOLANT LEVEL SHUTDOWN 1
1	LSI 100% RATED BREAKER
1	SUSE DECALS & FILMS
1	NEUTRAL BAR W/ DISCONNECT
1	STANDARD RADIATOR
1	TEST - PKG GEN SET 1.0 PF

ATS 1

480V, 60hz, 3 Phase, 4 Wire, 3 poles  
 Transition Mode: Open  
 Controller Type: ATC-300+  
 Continuous Current: 250 Amps  
 Enclosure: NEMA 3R

**Customer Price ..... \$89,673.41**

**Local, state, sales or TERP taxes, which may be applicable, are not included**

**\*\*\*\*\*Please reference TX Buyboard Contract #685-22\*\*\*\*\***

## Exhibit A

### Accessories & Services Included:

- Transport New Genset to Site
- Add/Modify Concrete Pad for New Genset (with ½ rebar 4000pc.) No elevation or buildup of dirt/base grade included
  - Scheduled location on hilltop per 1/22/24 meeting
- Crane/Lift Service to Set New Genset on Pad
  - Should specialty crane be required, additional rates will apply
- Secure New Genset to Pad
- Install Copper Feeder, Emergency and Load Lines to new Generator (within 50' of service, additional rates may apply). All copper wiring per State of Texas and NEC Codes
  - Any outside work from City Inspections will be charged additionally, but on T&M basis and coordinated with customer
- Install ATS (within 50' of service, additional rates may apply)
  - Any outside work from City Inspections will be charged additionally, but on T&M basis and coordinated with customer
- Start-Up Test
  - One day only, additional rates may apply
- O&M Manual

### Accessories & Services NOT Included:

- Factory Witness Testing (not specified)
- Generator Load Side Cable Lugs
- Infrared Scanning
- Coordination /Arc Flash Studies and Labels
- Independent Testing Agency
- NETA Testing
- Site/Civil Work
- Rental Generator (Additional Rates apply)
- Construction and Fuel Tank permits and/or registrations
- Protection from damage after delivery
- Architectural & Engineering Drawings
- Cleaning and/or repairs from damage done by others after delivery
- Installation of equipment shipped loose (Exhaust and Fuel Tank accessories)
- Diesel Fuel (By Others)

### Notes, Clarifications and Exceptions:

- No drawings or specifications provided
- Please note that this proposal is based on discussions and the information provided. If additional information or written specifications become available please notify us so HOLT can modify this proposal accordingly. If any additional equipment or services are required HOLT will re-quote accordingly.

**-HOLT POWER SYSTEMS TERMS & CONDITIONS-**

## Exhibit A

### Pricing

- This Proposal is valid for 30 days from the date of proposal unless specifically noted otherwise.

### Taxes & Permits

- This Proposal excludes any local, state and TERP applicable sales taxes, permits and licensing. Taxes, unless otherwise stated are not included in our Proposal. Note that a 1.5% additional charge is required by the state of Texas for all stationary engine equipment due to emission restrictions. This is in addition to any state and local taxes that may be required. No permits are included in this proposal unless specified in the preceding proposal.

### Lead Times

- Standard delivery of proposed Caterpillar Generator Set (if applicable) to jobsite will be confirmed after receipt of order and submittals are approved and credit terms are agreed.
- Automatic transfer switches (if applicable) are quoted to jobsite in approximately 26-28 weeks after receipt of order and approved submittals and written release of equipment is received.
- The quoted lead-times are standard from the factory at the time of this quotation. In some cases lead-times maybe able to be improved to assist in customer needs. Please call and inquire about possible improved lead-times.
- Note: The Caterpillar factory has mandatory factory shutdowns for two weeks in December/January and one week in July. The length of those shutdowns will extend lead-times on orders entered at those times. Orders, which include non-standard features, may require additional time before shipment. Consult with your Caterpillar dealer at the time of order.

### Fuel Tank

- Changes occur at the municipal level in regard to fire code requirements. Unless otherwise stated within the body of this quotation, the fuel tank included is as specified by the written specifications of this project (if specifications were supplied at the time of quotation). The specifications may be in conflict with City Fire Codes for the location of the project. Responsibility for local code compliance is with the specifying engineer and those responsible for the permits for the project.

### Special Notes

- It is the responsibility of the customer to verify the voltage, number of poles in ATS, terminal conductor sizes and other Bill of Material items quoted above as compared to the requirements of this project. Lugs for terminations above 1200A are not included.

### Payment Terms

- Payment due in full Net 30 after delivery with approved Holt credit or COD at time of shipment.

## Exhibit A

- In cases where retainage is required, a maximum of 10% retainage will be allowed. The balance of retainage is due after startup-up/ commissioning services of equipment provided by Holt Cat is completed.
- Sales tax will be added to invoice. Resale tax certificate must be on file with the Holt credit department for tax-exempt sales.

### Warranty

- Caterpillar's standard two (2) year warranty applies for standby applications. Standard manufacturer's warranty applies to all non-Caterpillar equipment. Copies of warranty statements are available upon request.

### Cancellation

- There will be a minimum 25% cancellation fee for orders cancelled, once placed and accepted by Holt Power Systems. Cost of custom components, completed fabrication, or any other work performed at the time of cancellation will be added to the cancellation fee. If all material have been acquired the cancellation fees will be 100%. Caterpillar content, 14 days after orders placed will be 100% of the order. Written notice of cancellation is required.

### General Clarifications

- Unless stated otherwise in this proposal, service and/or maintenance for this equipment are not included. HPS product support service group can provide a quote to the end user of this equipment for those services under a separate proposal.
- Third party electrical testing and certifications, seismic calculations, coordination studies, stamped engineering calculations, emissions testing, NETA, infrared scanning, meg-testing or other services and material not specifically included in the preceding quotation, is not included in this proposal.
- Holt Power Systems reserves the right to correct any errors or omissions.
- Holt Power Systems standard terms and conditions are included in the quotation and hereby become part of this quotation. These same terms need to be noted on any purchase order received by Holt Power Systems.

### Testing & Commissioning

- If included in the proposal, all on-site startup/ commissioning, testing and training will be performed Monday through Friday during normal business hours and excluding nights, weekends, or holidays unless agreed otherwise in writing. Additional charges may be added for work requested to be done outside HPS's standard business hours, on weekends, or holiday. For those instances, standard overtime rates will apply. All permits are to be by others.

### Submittals

- An order for the equipment covered by this proposal will be accepted on a "Hold for Submittal Release" basis. The order will not be released and scheduled for production until written approval to proceed is received in HPS's office.



## Exhibit A

Authorization:

I, \_\_\_\_\_ (name) accept the above terms and conditions on behalf of \_\_\_\_\_ (printed company name) and authorize Holt Cat to order the equipment detailed in this Proposal as per approved submittals and as described in the above Proposal.

Accepted By:

Authorized Signature Date

Printed Name & Title

Purchase Order # or Job Name Reference

Thank you for the opportunity of quoting this project! Should you require additional assistance or additional information, don't hesitate to contact me.

Sincerely yours,

Ryan Stoughton  
Power Systems Sales  
5665 SE Loop 410  
San Antonio, TX 78222-3903  
Cell: 949.394.1038  
[ryan.stoughton@holtcat.com](mailto:ryan.stoughton@holtcat.com)