



COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This **Cooperative Purchase Customer Agreement ("Customer Agreement")** is entered into by and between VANN/ELLI, INC. ("**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 **TARRANT COUNTY** a Texas government entity ("**Cooperative Entity**") and Vendor, **Contract No.** 2022-097, as amended, (the "**Agreement**") with an expiration date of 04/29/2025.

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

SEE ATTACHMENT A.

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 FIFTEEN THOUSAND, THREE HUNDRED TWENTY-FIVE AND NO/100 DOLLARS ("**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. If the contract price exceeds \$50,000 a performance bond is required. If the contract price exceeds \$100,000 both performance and payment bonds are required.

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.

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 _____ day of _____ 20____.

CITY OF BURLESON


By: _____

Name: _____

Title: _____

Date: _____

VENDOR Docusign Signed by: VANN/ELLI, INC.

By: 

7FD0CF3694AC24C7...
Gary Davis

Name: _____
Vice President

Title: _____
9/10/2024

Date: _____

ATTACHMENT A

Vann/Elli Inc Quotation

1411 South Broadway
PO Box 1060, Joshua, TX 76058

(817)558-4052
(817)645-5352 Fax

TO: City of Burleson
ATTN: Brad Russell
and/or Eric Thompson

Project S. Dobson Street
GPS 32.52976, -97.31849
Date August 13th, 2024

email: brussell@burlesontx.com
Ethompson@burlesontx.com
Phone: 817-426-9865

We are pleased to offer the following quote for your consideration. The price include material and labor, unless otherwise noted below.

| Item No. | Description | Quantity | Unit | Unit Price | Total |
|----------|---|----------|------|------------|----------|
| A | Install Metal W - Beam Guard Fence 12 Gauge, Timber Post 28 " or 31" | 275 | LF | 38.00 | 10450.00 |
| G | Install Single Guardrail Terminal 28 inch or 31 inch | 1 | EA | 4200.00 | 4200.00 |
| II-A | Remove Metal Beam Guard Fence | 25 | LF | 7.00 | 175.00 |
| II-B | Remove Terminal Anchor Section | 1 | EA | 500.00 | 500.00 |

Prices based on Tarrant County Purchasing Agreement
Contract # 2022-097

Notes: Guardrail prices do not include concrete
mow strip or curb, if required. Price does not
include damage or repair after initial installation.

Quote valid for 30 days after bid

Offered by: Gary Davis

Accepted by: _____

Total 15,325.00

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

| | |
|---|---|
| Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties. | OFFICE USE ONLY |
| 1 Name of business entity filing form, and the city, state and country of the business entity's place of business. VANN/ELLI INC. Burleson, TX United States | CERTIFICATION OF FILING Certificate Number: 2024-1206933 |
| 2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. City of Burleson | Date Filed: 08/28/2024 |
| 3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. 541-24 Dobson Street | |
| Date Acknowledged: | |

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|----------------------------|--|---------------------------------------|--------------|
| | | Controlling | Intermediary |
| Davis, Bonnie | Burleson, TX United States | X | X |
| Davis, Gary | Burleson, TX United States | X | X |
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5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Bonnie Davis, and my date of birth is [REDACTED]

My address is 112 Country Vista Cir Burleson TX 76028 Johnson
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Johnson County, State of Texas, on the 28 day of August, 2024.
(month) (year)

Bonnie Davis
 Signature of authorized agent of contracting business entity
 (Declarant)