

**PURCHASING AGREEMENT WITH
THE CITY OF BURLESON, TEXAS
RFP 2023-018 – TIER 2**

THIS AGREEMENT is made and entered into by and between the **CITY OF BURLESON, TEXAS**, a Texas home-rule municipality (the “CITY”) and **YELLOWSTONE LANDSCAPE - CENTRAL** (the “VENDOR”).

For an in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

1. **Contract Documents.** The parties agree that the contract documents of this Agreement shall consist of the following:
 - i. This contract;
 - ii. RFP 2013-018; and
 - iii. Vendor’s Proposal in RFP 2023-2018 (collectively, the “Agreement”).

These contract documents form the Agreement and are a part of this Agreement as if fully set forth herein. The contract documents are complementary and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency in any of the provisions of the contract documents, the inconsistency shall be resolved by giving precedence to the contract documents in the order in which they are listed above.

2. **Work and Services.** Vendor shall provide all labor, supervision, materials, and equipment necessary to perform all the work and services required by the **TIER 2 PORTION ONLY** of the contract documents in connection with the services set forth in RFP 2023-018.
3. **Time of Commencement.** Vendor shall commence work within 30 calendar days after receiving from the City a notice to proceed.
4. **Contract Sum.** The City shall pay the Vendor for the performance of the work in unit prices as provided by the Vendor’s proposal, subject to additions and deductions by change orders as provided in the contract documents, for an amount not to exceed \$395,279.23. Payment will be invoiced and due as provided in the contract documents.
5. **Termination for Convenience.** The City may cancel or terminate this Agreement at any time for any reason by giving the Vendor thirty (30) days written notice. To the extent City finds the services provided satisfactory, Vendor shall be entitled to payment for services actually rendered.
6. **Insurance.** The Vendor shall, at Vendor’s own expense, maintain and keep in force insurance coverage in the minimum amounts as specified in the general conditions and specifications of RFP 2023-018, with the City as an additional named insured providing primary coverage. Certificates of coverage, including workers compensation insurance, must be submitted with the contract. Insurance coverage must also cover all subcontractors

employed by Vendor. Insurance coverage shall be written by companies approved by the State of Texas and acceptable to the City. All required insurance certificates must be submitted prior to commencement of work.

7. Notice. Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (i) delivered personally, with a receipt requested; or (ii) sent by a nationally recognized overnight courier service; or (iii) delivered by United States certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the respective party at its address set forth below, and shall be effective (a) upon receipt or refusal if delivered personally; (b) one business day after depositing, with such an overnight courier service or (c) two business days after deposit in the United States mails, if mailed. Any party hereto may change its address for receipt of notices by service of a notice of such change in accordance with this section.

VENDOR: Yellowstone Landscape – Central
8360 Old Denton Rd
Fort Worth, TX 76244

CITY: City Manager
City of Burleson, Texas
141 West Renfro
Burleson, TX 76028

With a copy to: Purchasing Department
City of Burleson, Texas
141 W. Renfro St.
Burleson, TX 76028

8. Choice of Law; Venue; Interpretation. The parties agree that the laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this construction agreement, and that the exclusive venue for any legal proceeding involving this construction agreement shall be Johnson County, Texas. No additional work shall be authorized or charged for unless authorized by a change order signed by a person authorized by the City to do so. In the event of litigation between the parties, the prevailing party shall be entitled to reasonable attorney fees. In the event of any dispute regarding the interpretation of this Agreement, this Agreement will be interpreted fairly and reasonably and neither more strongly for nor against any Party based on draftsmanship.
9. Entire Agreement; Amendments. This Agreement represents the entire and integrated agreement between City and the Vendor, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both City and Vendor.
10. Effective Date. This Agreement, shall be effective upon the date specified in the notice to proceed issued by the City of Burleson. In the event that the parties execute on different dates, the effective date shall be the date the last party executes the Agreement.

11. Counterparts, Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any pdf-format or other electronic transmission of any signature of a signatory shall be deemed an original and shall bind such signatory. For these purposes, "electronic transmission" means electronically scanned or signed and transmitted versions (e.g. via pdf file or facsimile transmission) of an original signature, or signatures electronically inserted via software such as Adobe Sign or DocuSign.

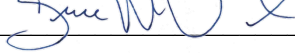
12. Term: The contract shall be effective until November of 2026 from the date specified in the notice to proceed. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City.

IN WITNESS WHEREOF, the Parties execute this Agreement.

CITY OF BURLESON, TEXAS

YELLOWSTONE LANDSCAPE - CENTRAL

By: _____

By:  _____

Printed Name: _____

Printed Name: Bruce McDonald

Title: _____

Title: Sr Business Development Manager

Date: _____

Date: 8/29/2023

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney, Assistant City Attorney,
or Deputy City Attorney