



Public Works

CONTRACT AMENDMENT NO. CA - 00001

TO

Teague Nall And Perkins, Inc

IN

THE CITY OF BURLESON, TEXAS

DATE: 10.23.2023 10:42AM
OWNER: The City of Burleson Texas
CONTRACTOR: Teague Nall And Perkins, Inc

The Contractor is directed by the Owner to make the following changes to the work specified in the above referenced contract:

SEE ATTACHED PAGES

Original Contract Amount	\$167,600.00		
Net INCREASE in Contract Amount from Previous Contract Amendment	\$0		
Net INCREASE in Contract Amount from this Contract Amendment	\$3,800.00	Current Increase (%)	2.27%
Revised Contract Total Amount	\$171,400.00	Overall Increase (%)	2.27%

Original Contract Completion Time	300	Original Completion Date	02.11.2022
Change in Contract completion Time from Previous Contract Amendment	0	Revised Completion Date	12.31.2024
Change in Contract completion Time from this Contract Amendment	1054		

Recommended by:	CITY OF BURLESON	Accepted by:	Teague Nall And Perkins, Inc
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By: Rosenbaum, Travis
Title: Project Engineer

By: Jonathan Bengfort, P.E.
Title: Director

Approved By Owner: CITY OF BURLESON

By: Lauren Seay
Title: ASST. Director Admin Svcs

For Internal Use Only
City Council Financial
Transaction if:

Current Increase > 10%	
Overall Increase > 20%	
Current Increase > \$50,000	
Council Date	



Public Works

Scope of Work:

The City directed TNP to expand the original project limits to include additional median and pavement marking design per the email dated September 12, 2023. The Alternative Median Exhibit is included as Attachment A. The additional effort associated with the expanded roadway design includes the following:

1. Design Survey (from the southernmost Walmart driveway to the intersection, within R.O.W.)

Background:

Following the 100% submittal, the City has requested that TNP provide design alternatives for Alsbury Boulevard, southwest of the intersection.

Item Number	Description	Quantity	Unit of Measure	Unit Price	Original Quantity	New Quantity	Pre-Amendment Item Value	Contract Amendment Total Amount
001	Design Survey (Alsbury Median)	1	LS	\$3,800.00	0	1	\$ 0.00	\$3,800.00
								<u>\$3,800.00</u>

The work described in this contract amendment consist of furnishing the additional quantities of materials, labor, equipment, tools and incidentals as specified above that is necessary to construct the work. All work and payments shall be in accordance with the contract plans and specifications referenced in the agreement for "Alsbury Blvd at John Jones (FM731) Right Turn Lanes" between the City of Burleson, Texas and Teague Nall And Perkins, Inc that was entered by both parties on 5/3/2021 12:00:00 AM.

End of Scope for work for City of Burleson Alsbury Blvd at John Jones (FM731) Right Turn Lanes
 No. CA - 00001
 Contract Amendment No. CA - 00001



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engineers
surveyors
landscape architectsTEXAS
FORT WORTH
DENTON
ALLEN
HEATH
KATY

Contract Amendment Request #1

To: Travis Rosenbaum, P.E. – City of Burleson
From: Jonathan Bengfort, CFM, PE
CC: Zach Graves, PE; Ryan Jones, PE
Date: October 26, 2023
RE: **Additional Professional Services**
Alsbury Boulevard at John Jones Drive Intersection Improvements

Travis,

Based on our prior discussions with the City, we offer this contract amendment for additional services associated with the Alsbury Boulevard at John Jones Drive Intersection Improvements project. A description of the additional services requested is summarized in this memo.

Additional Design Survey (For Median and Pavement Marking Design)

Following the 100% submittal, the City has requested that TNP provide design alternatives for Alsbury Boulevard, southwest of the intersection. The City directed TNP to expand the original project limits to include additional median and pavement marking design per the email dated September 12, 2023. The additional effort associated with the expanded roadway design includes additional design survey (from the southernmost Walmart driveway to the intersection, within R.O.W.)

FEE ADJUSTMENT

Based on the additional effort identified above, TNP is requesting the following amounts for a contract fee amendment amount not to exceed **\$3,800**:

<u>Alsbury Boulevard at John Jones Drive Intersection Improvements</u>	
Additional Design Survey (fixed fee)	\$ 3,800
<hr/>	
Total Amendment Amount	\$ 3,800

Sincerely,

tnp

teague nall & perkins

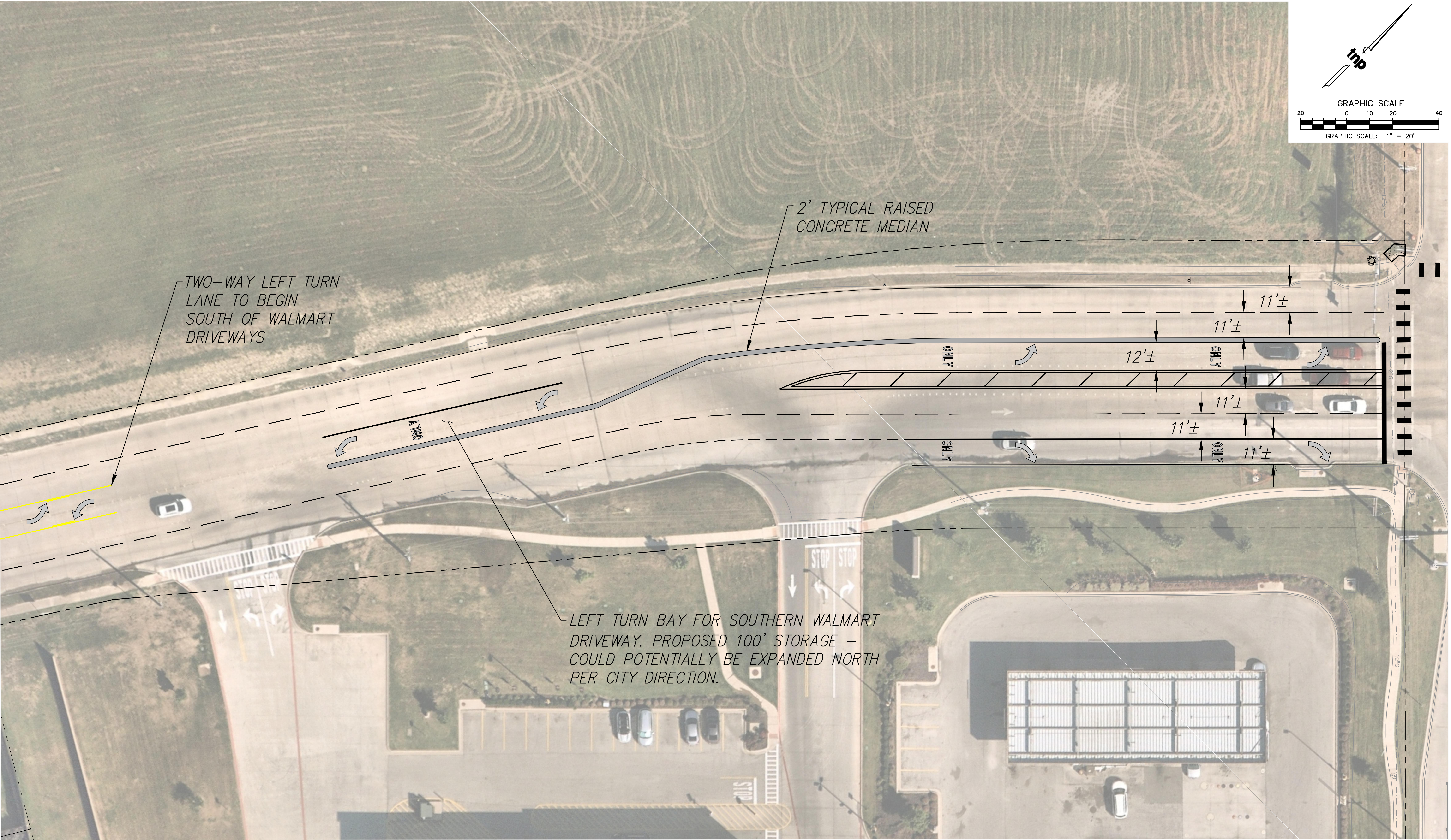
Jonathan Bengfort, P.E.

Approved by CLIENT:

City of Burleson

By: Lauren Seay
 A4E306DB52C4480...

Drawing: T:\Projects\BUR21217\Eng-CAD\CAD\Exhibits\2023.04.14 Median Design Alternative\XCD-Striping Design Alternative-Median Design.dwg at May 30, 2023-4:08pm by aluqua
Layout: Median Alternative Exhibit #1 - Areas: XCD-Base.dwg - XCD-Design.dwg - XCD-Talk - Median Exhibit.dwg



no.	revision	by	date

teague nall and perkins, inc
5237 N. Riverside Drive, Suite 100
Fort Worth, Texas 76137
817.336.5773 ph
www.tnpinc.com
TX-PELS: ENGR F-230; SURV 10011600, 10011601, 10194381
GA-PELS: PEF007431; TX-AE: BR 2673

THE CITY OF
BURLESON
TEXAS

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1" = 20'
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N/A
date
MAY 2023

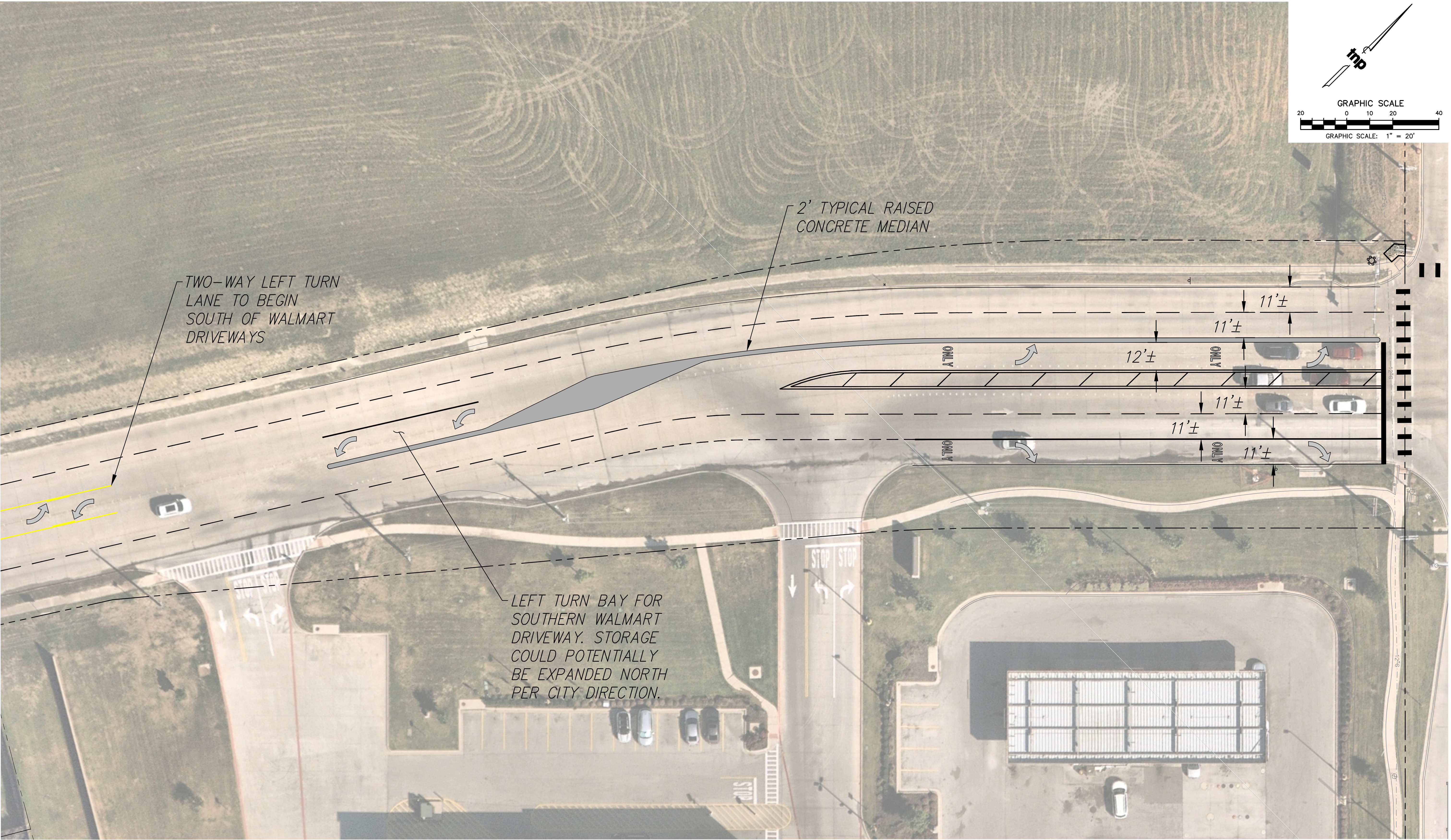
tnp

This document is for interim review and is not intended for construction, bidding or permit purposes.
ZACH GRAVES _____, P.E. Date: MAY 2023
Tx. Reg. # 130297

City of Burleson, Texas
Construction Plans For
Alsbury Blvd & John Jones Dr Intersection
Alternative Median Exhibit #1

tnp project
BUR21217
sheet
1
of
2

Drawing: T:\Projects\BUR21217\Eng-CAD\CD\Exhibits\2023.04.14 Median Design Alternative\X2D-Striping Design Alternative-Median Exhibit.dwg at May 30, 2023-3:54pm by aluqua
Layout: Median Alternative Exhibit #2 - Areas: X2D-Striping - X2D-Designing - X2D-Tab - Median Exhibit.dwg



no.	revision	by	date

teague nall and perkins, inc
5237 N. Riverside Drive, Suite 100
Fort Worth, Texas 76137
817.336.5773 ph
www.tnpinc.com
TX-PELS: ENGR F-230; SURV 10011600, 10011601, 10194381
GA-PELS: PEF007431; TX-AE: BR 2673

THE CITY OF

BURLESON

TEXAS

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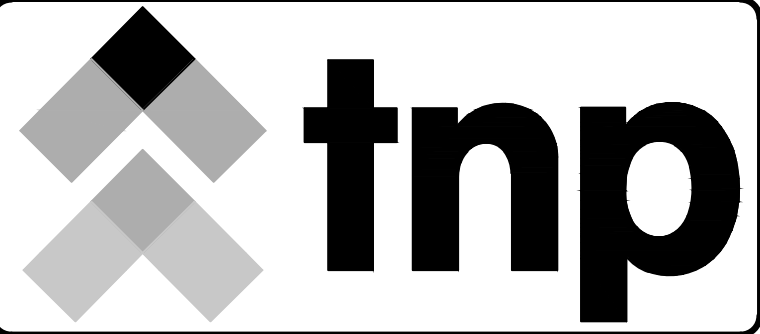
1" = 20'

vert

N/A

date

MAY 2023



This document is for interim review and is not intended for construction, bidding or permit purposes.

ZACH GRAVES, P.E. Date: MAY 2023

Tx. Reg. # 130297

City of Burleson, Texas

Construction Plans For

Alsbury Blvd & John Jones Dr Intersection

Alternative Median Exhibit #2

tnp project

BUR21217

sheet

2

of

2

CS CSO#1734-05-2021

THE STATE OF TEXAS §

ENGINEERING SERVICES CONTRACT

COUNTY OF JOHNSON §

THIS CONTRACT is made and entered into this 3rd day of May, 20 21 by and between the CITY OF BURLESON, Texas, a home-rule municipality, hereinafter called "City," and Teague Nall & Perkins, Inc. hereinafter called "Engineer," whose address is 5237 N. Riverside Drive, Suite 100, Fort Worth, Texas 76137.

W I T N E S S E T H :

That in consideration of the terms and conditions contained herein the parties do mutually agree as follows:

I. EMPLOYMENT OF ENGINEER

Engineer shall perform all services under this contract to the prevailing engineering professional standards consistent with the level of care and skill ordinarily exercised by members of the engineering profession, both public and private, currently practicing in the same locality under similar conditions, including reasonable, informed judgments and prompt, timely action. Engineer shall provide services necessary for the construction of improvements to the City's Infrastructure, the location and extent of which is as follows:

Alsbury Boulevard at John Jones Drive Intersection Improvements

City of Burleson Project No. _____, being located within the City of Burleson, Texas, and hereinafter referred to as "Project." A detailed scope of services for the Project is included in Attachment 'A'. A project location map is included as Attachment 'C'.

II. COMPENSATION TO ENGINEER

a) City agrees to pay Engineer for all services outlined in Section III in accordance with the following:

1. Design Survey Fee	\$ <u>14,700.00</u>
2. Subsurface Utility Engineering Fee	\$ <u>24,500.00</u>
3. Basic Design Fee	\$ <u>102,500.00</u>
4. Right-of-way and Easement Preparation Fee (1 Exhibit)	\$ <u>2,000.00</u>
5. Additional Services Fee (not to exceed)	\$ <u>19,000.00</u>
6. Direct Cost Fee (3% fee)	\$ <u>4,900.00</u>

b) Payment for services rendered shall be paid upon written request and as follows:

- Design Survey Fee - All costs associated with performing the design survey as outlined in III.B shall be paid to Engineer by City at such time as the design survey is complete. In no case shall more than seventy-five percent (75%) of this amount be paid until survey is completed by the Engineer and accepted by the City.
- Subsurface Utility Engineering Fee - All costs associated with performing the subsurface utility engineering (SUE) as outlined in III.C shall be paid to Engineer by City at such time as the SUE is complete. In no case shall more than seventy-five percent (75%) of this amount be paid until SUE is completed by the Engineer and accepted by the City.

3. Engineer shall coordinate with utility companies, including, but not limited to franchised utilities, City of Burleson Public Works and Engineering Services Departments, pipeline companies, railroad companies, telecommunication companies, or any other entity which has facilities within Project, any and all exposure, removal, and/or relocation work necessary for implementation of the Project. This shall also include aiding City in obtaining any permits required by any of these entities. Engineer shall supply construction plans for all design phases of the Project to all utility companies or other entities that have facilities within the limits of the Project via email. Engineer shall also attend preliminary and final utility coordination meetings for Project.
4. Engineer shall coordinate with all utility companies, franchise companies and other entities for any proposed improvements they may have planned, either on the surface, below or above the surface, that may be affected by the Project and indicate on the final plans said proposed improvements in both plan and profile, if available.
5. Engineer shall determine the type of existing pavement on Project, including all intersecting streets, driveways, and alleys, accurately showing this information on the plans.
6. Engineer shall establish the scope of and arrange for test borings and other subsurface investigations using a geotechnical firm acceptable to the City. The Engineer shall furnish specifications, coordinate and designate the locations for the making and recording of such borings or excavations included in the additional services fee being paid for by the City. Engineer shall stake such locations and record the results.
7. Upon completion of the final design construction plans, special provisions and specifications, and contract documents, Engineer shall submit a letter of notification to City stating completion of design of Project.
8. Review by City does not relieve Engineer of responsibility to prepare construction plans and specifications in accordance with prevailing engineering standards.
9. The Contractor shall be responsible for preparing and providing the City with a Stormwater Pollution Prevention Plan (SWPPP). The Engineer shall provide erosion control plans for improvements associated with the Project.
10. Preparation of change orders and associated plans, specifications or other revisions if due to improper design, plan preparation, specifications, quantities, materials, or other fault of the Engineer shall be prepared by the Engineer and included in the basic Design fee.

b) Design Survey Work

Engineer shall furnish a survey field party to collect all field information necessary to prepare complete and detailed plans, specifications, and contract documents consistent with prevailing engineering standards. This field information shall be based on City's control network. Before the survey party is engaged in surveying on private property, City shall send letters to all adjacent property owners and other affected property owners notifying them of the survey party's intent to survey on private property. Engineer shall provide City with the letter to be sent, the name and address of the property owners, as well as the legal description and property address of the affected property. The City shall obtain permission from property owner to survey on private property before surveying is commenced. The letter of permission shall include permission for Engineer to set iron pins and control monuments for future right-of-way and/or easements to be acquired by City at a later date. The design survey shall not proceed in areas where the route has not been approved until directed by the City. Engineer shall direct the field party in the following:

1. Establishing the proposed centerline or a suitable reference base line on the ground.
2. Making complete and accurate field notes.

- a. Approximate alignment of existing street and approximate alignment of the proposed facility, including approximate curve data.
 - b. As applicable, the location and size of all proposed median openings and left-turn bays.
 - c. The approximate location of all existing driveways within the limits of the project.
 - d. The location of all trees with a diameter of six inches (6") or greater
 - e. Drainage improvements associated with the Project shall be limited to the relocation of existing inlets and the reconnection of the inlets to the existing storm drain system. No preliminary drainage study, drainage area delineations, or drainage calculations are anticipated.
 - f. The location of all trees with a diameter of six inches (6") or greater.
2. Preliminary Design Construction Plans – Preliminary plans shall be prepared at a horizontal scale of 1"= 20' and a vertical scale of 1"= 4' on ANSI D (22" x 34") sheets and shall include the following:
- a. Edge of existing pavement, existing structures, mailboxes, water meters, utility poles, fire hydrants, existing driveways, existing utilities, existing and proposed rights-of-way and easements, proposed curb line on plan and profile sheets, and existing ground elevation in profile at the proposed centerline and right-of-way lines.
 - b. All existing improvements on property within twenty feet (20') of the proposed right-of-way or easement line on construction plans.
 - c. The location, size, and species of all trees and shrubs within the limits of proposed street Right-of-Way, drainage, slope or temporary construction easements. If due to the density of the growth it is impractical to show all trees and shrubs, the limits of dense stands of trees and shrubs will be shown. In any case, all trees six inches (6") in diameter, or larger, shall be shown, unless directed otherwise Engineer shall indicate on the plans those trees that are to be removed, and those trees to be preserved.
 - d. Drainage improvements associated with the Project shall be limited to the relocation of existing inlets and the reconnection of the inlets to the existing storm drain system. No drainage area delineations or drainage calculations are anticipated.
 - e. Cross-sections of existing ground surface line and proposed ground surface lines.
 - f. An opinion of probable cost of Project.
 - g. Street illumination systems, and traffic signal design
 - h. A "Time of Relocation" schedule containing the estimated time for each utility company with facilities impacted by Project to relocate their facilities.
 - i. Pavement Markings, striping and/or traffic button plans.
3. Final Design Construction Plans -Upon acceptance of preliminary plans by City, Engineer shall prepare final plans at a horizontal scale of 1" = 20' and a vertical scale of 1" = 4' on ANSI D (22" x 34") sheets. Final plans shall contain all information and requirements of the preliminary plans and shall incorporate comments from City and utility companies. Engineer shall also prepare contract documents, specifications, and special provisions. In addition, the following shall be submitted:
- a. Standard City title page with location map and revision block in the lower right corner showing date of revision, description of revision and initials of the engineer authorizing the revision.
 - b. All requirements of Section III.D.2.

- l. Parcel number.
 - m. Area required.
 - n. Area remaining.
 - o. Legal description of the property.
 - p. Current owner.
 - q. Any existing easements provided by utility companies.
 - r. All physical features within the limits of the proposed ROW acquisition area.
 - s. Metes and bounds description of parcel to be acquired. The description shall be provided on a separate sheet from the exhibit. Each type of easement shall be described separately.
2. The above items are necessary for the acquisition of right-of-way required to construct Project. Said information shall be required prior to acceptance of final construction plans. Upon written notification by City of acceptance of the right-of-way strip map, exhibits and instruments, and as directed by City, Engineer's surveyor shall set all corners and points of curvature and tangency for the proposed right-of-way and submit final sealed plans and exhibits, including location of the control points and their coordinates. This shall be done once, after project construction is complete.

f) Additional Services

Engineer will also perform the following additional services. For each individual service, the maximum fee is indicated in parenthesis. The fee shall be on an hourly basis, as shown in Attachment "B".

- 1. Engineer shall prepare all other required forms/applications to allow the City to obtain any and all agreements and/or permits for the project from railroads, highways, utility owners, and other regulatory agencies. The City shall be responsible for payment of all permitting fees. (maximum fee not to exceed \$7,000.00)
- 2. Advertise, Award and Construction Administration Activities: (maximum fee not to exceed \$12,000.00.)
 - a. City will be responsible for the advertisement of Project for bids, including creating a bidders list, reproduce copies of the final approved plans and contract documents for distribution, providing potential bidders with plans and contract documents, and sending plans to plan rooms as designated by the City.
 - b. Assist City in the opening and tabulation of bids, reviewing bidders references, past work history, financial resources, physical resources to produce the project on schedule and preparing a letter report on recommendations to the City for award of the construction contract. Engineer shall provide a summary of the three lowest bids received by bid item including the engineering estimate for use in selection and award of the construction project to the best qualified bidder hereinafter called "Contractor".
 - c. Engineer shall consult City on matters concerning the layout of the project during its construction and set control points for staking the project. Engineer is not responsible for setting of line and grade stakes in order to complete the construction of the project. Control points shall be set only one time by the Engineer during the design phase.
 - d. Review and approve shop drawings, samples and other data which contractor(s) are required to submit.
 - e. Evaluate and determine the acceptability of substitute materials and equipment proposed by contractor(s).

City reserves the right to direct substantial revision of the plans, special provisions, and specifications after acceptance by City as City may deem necessary, but when the revision is not due to Engineer's error or omission, City shall pay Engineer equitable compensation for services rendered in making such revisions. In any event, when Engineer is directed to make substantial revisions under this Section of the contract, Engineer shall provide to City a written proposal for the entire cost involved in providing City a completed set of plans, specifications and special provisions and the completion time involved in the revisions. Prior to Engineer undertaking any substantial revisions as directed by City, City must authorize in writing the nature and scope of the revisions and accept the method and amount of compensation and the time involved in all phases of the work.

It is expressly understood and agreed by Engineer that any compensation not specified in Section II., "Compensation to Engineer," may require additional Burleson City Council approval and is subject to funding limitations.

VI. ENGINEER'S COORDINATION WITH OWNER

Engineer shall be available for conferences with City so that Project can be designed with the full benefit of City's experience and knowledge of existing needs and facilities and be consistent with current policies and construction standards. City shall make available to Engineer all existing plans, maps, field notes, and other data in its possession relative to the Project. Engineer may show justification to City for changes in design from City standards due to the judgment of said Engineer. Engineer shall accompany City representatives on Project observation visits during construction of Project when design issues arise. City shall make the final decision as to any changes after appropriate request by Engineer.

Engineer shall accompany City representatives on Project observation visits during construction of Project when design issues arise.

VII. CONTRACT TERMINATION PROVISION

This contract may be terminated at any time by City for any cause without penalty or liability except as may otherwise be specified herein. Upon receipt of written notice by City, Engineer shall immediately discontinue all services and Engineer shall immediately terminate placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this contract and shall proceed to cancel promptly all existing contracts insofar as they are related to this contract. As soon as practicable after receipt of notice of termination, Engineer shall submit a statement, showing in detail the services performed but not paid for under this contract to the date of termination. City shall then pay Engineer promptly the accrued and unpaid services to the date of termination, to the extent the services are approved by City.

This contract may be terminated by Engineer with mutual consent of City at any time for any cause without penalty or liability except as may otherwise be specified herein. Engineer shall submit written notice to terminate contract and shall submit to City all plans and documents relative to the design of Project. City shall then ascertain cost to complete the balance of the work under this contract. If the cost to complete the balance of the work is greater than the unpaid contract amount, City shall retain all unpaid balances and, in addition, Engineer shall pay directly to City the difference in the unpaid balance and the cost to complete the work. In no case shall City pay Engineer any additional monies other than those previously paid under the contract.

VIII. OWNERSHIP OF DOCUMENTS

All drawings and specifications prepared or assembled by Engineer under this contract shall become the sole property of City and shall be delivered to City, without restriction on future use. Engineer shall retain in

8. The policy phrase "other insurance" shall not apply to City where City is an additional insured on the policy; and
 9. All provisions of the contract concerning liability, duty and standards of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- l) Concerning insurance to be furnished by Engineer, it is a condition precedent to acceptability thereof that:
10. All policies are to be written through companies duly approved to transact that class of insurance in the State of Texas; and
 11. Insurance is to be placed with carriers with a Best rating of A:VII, or as otherwise acceptable to City.
- m) Engineer agrees to the following:
12. Except for professional liability, Engineer hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against City, it being the intention that the insurance policies shall protect all parties to the contract and be primary coverage for all losses covered by the policies.
 13. Companies issuing the insurance policies and Engineer shall have no recourse against City for payment of any premiums or assessments for any deductible, as all such premiums and deductibles are the sole responsibility and risk of Engineer.
 14. Approval, disapproval or failure to act by City regarding any insurance supplied by Engineer (or any subcontractors) shall not relieve Engineer of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate Engineer from liability.
 15. Engineer shall provide Certificates of Insurance completed on the ACORD form only and endorsements effecting coverage required by this section to City to be forwarded to: City of Burleson, Director of Engineering Services, 141 West Renfro, Burleson, Texas 76028-4261.
- n) Any of the insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

X. MONIES WITHHELD

When City has reasonable grounds for believing that:

- o) Engineer will be unable to perform this contract fully and satisfactorily within the time fixed for performance; or
- p) A claim exists or will exist against Engineer or City arising out of the negligence of Engineer or Engineer's breach of any provision of this contract; then

City may withhold payment of any amount otherwise due and payable to Engineer under this contract. Any amount so withheld may be retained by City for that period of time as it may deem advisable to protect City against any loss and may, after written notice to Engineer, be applied in satisfaction of any claim described herein. This provision is intended solely for the benefit of City, and no other person or entity shall have any right or claim against City by reason of City's failure or refusal to withhold monies. No interest shall be payable by City on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of City.

XVII. INDEMNIFICATION

Engineer shall indemnify and hold City and all of its officers, agents, servants, and employees harmless from any loss, damage, liability or expenses, on account of damage to property or injury, including death, to any and all persons, including but not limited to officers, agents, or employees of City or Engineer and all other persons performing any act pursuant to this contract, which may arise out of any negligent act, error, or omission by Engineer, its officers, agents, employees, invitees, or other persons for whom it is legally liable, with regard to the performance of this contract; Engineer shall defend at its own expense any suits or other proceedings brought against City or its officers, agents, servants, employees and shall pay all expenses and satisfy all judgments which may be incurred by or rendered against City, its officers, agents, servants or employees or any of them, in connection with the foregoing described negligent act, error, or omission by Engineer or which Engineer is found to be legally liable.

XVIII. SEVERABILITY

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of this contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of this contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XIX. INDEPENDENT CONTRACTOR

Engineer covenants and agrees that he/she is an independent contractor, and not an officer, agent, servant or employee of City; that Engineer shall have exclusive control of and exclusive right to control the details of the work performed hereunder, and all persons performing same, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Engineer, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Engineer.

XX. DISCLOSURE

By signing this contract, Engineer acknowledges to City that he/she has made a full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interests, direct or indirect, in property abutting the proposed project and business relationships with abutting property owners. Engineer further agrees that he shall make disclosure in writing of any conflicts of interests which develop subsequent to the signing of this contract and prior to final payment under the contract.

XXI. VENUE

Any disputes arising from or relating to this Agreement shall be resolved in a court of competent jurisdiction located in Johnson County, Texas, or the federal courts for the United States for the Northern District of Texas. The parties hereto irrevocably waive any right to object to the jurisdiction of such courts in any dispute arising from or relating to this Agreement.

XXII. ENTIRE AGREEMENT

This contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties relating to matters herein; and except as otherwise provided herein, cannot be modified without written agreement of the parties.

XXXI. NOTICES

All notices, communications, and reports required or permitted under this contract shall be personally delivered or mailed to the respective parties by depositing same in the United States mail, postage prepaid, at the addresses shown below, unless and until either party is otherwise notified in writing by the other party, at the following addresses. Mailed notices shall be deemed communicated as of five (5) days after mailing regular mail.

- t) if intended for City, to:

Heather Houseman, PE, RWA
Civil Engineer/Real Property Coordinator
City of Burleson
141 West Renfro Street
Burleson, Texas 76028-4261
Phone: 817.426.9183
E-mail: hhouseman@burlesontx.com

- u) If intended for Engineer, to:

Jonathan Bengfort, PE
Director of Engineering Services
Teague Nall & Perkins, Inc.
5237 N. Riverside Drive, Suite 100
Fort Worth, Texas 76137
Phone: 817.665.7188
E-mail: jbengfort@tnpinc.com

IN WITNESS WHEREOF, the parties enter into this contract for the Alsbury Boulevard at John Jones Drive Intersection Improvements on the date first written above.

WITNESS:

BY: 

Ashley Degg
Printed or Typed Name

Office Assistant
Printed or Typed Title

1-05-2021
Date

ENGINEER:

BY: 

Jonathan Bengfort
Printed or Typed Name

Director of Engineering Services
Printed or Typed Title

1/5/21
Date

ATTEST:

BY: 

AMANDA CAMPOS
CITY SECRETARY

5/3/21
Date

CITY OF BURLESON, TEXAS

BY: 

BRYAN LANGLEY
CITY MANAGER

5/3/21
Date

THE STATE OF TEXAS §

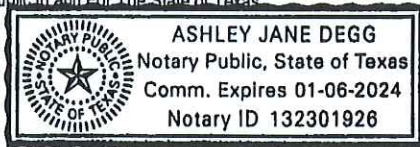
COUNTY OF JOHNSON §

ENGINEER ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Jonathan Bengfort, who is known to me or who was proved to me on the oath of _____ (name of person identifying the acknowledging person) or who was proved to me through TXDL (description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 5 day of January, 20 21.

Notary Public In and For The State of Texas



Ashley Degg
Notary Public In and For the State of Texas

My Commission Expires: 1-06-2024

Ashley Degg
Notary's Printed Name

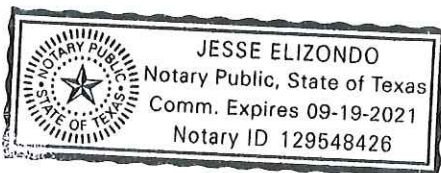
THE STATE OF TEXAS §

COUNTY OF JOHNSON §

CITY ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Bryan Longley, known to me to be a person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act of the City of Burleson, Texas, a Texas municipal corporation, and as City manager thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 3rd day of May, 20 21.

My Commission Expires: 9/19/21

Jesse Elizondo
Notary Public In and For The State of Texas
Jesse Elizondo
Notary's Printed Name