

## Memorandum

To: Honorable Mayor Shetter and members of the Burleson City Council

From: David G. Wynn, P.E., Deputy City Manager

Date: June 1, 2009

Subject: Architectural Services Contract with GSBS Architects for a Community Facility Study.

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### **Council Action Requested:**

Approve an Architectural Services Contract with GSBS Architects for a Community Facility Study in the amount of \$74,020.00.

### **Background Information:**

Staff has negotiated an Architectural Services Contract with GSBS Architects for a Community Facility Study (CFS). Space to house employees will become more and more difficult to find as the city workforce expands with our growing city. This study will look at the following facilities:

- City Hall
- Public Works Administration
- Public Works Operations
- Animal Services
- City Hall Annex (Old Fire Station 1)
- Library
- Police
- Fire Administration
- Parks Administration (Bartlett Park Rec Center)
- Old Service Center (Building Maintenance)
- Golf Clubhouse

The comprehensive CFS will include the following:

- Identify the number, type and size of community facilities necessary to support the community to projected build-out.
- Establish levels of service for such community facilities, based upon a set of mutually-agreeable standards, so they will meet the needs and requirements of the local government and residents.

- Ensure that the analysis of such community facilities is provided in a timely, orderly, and cost-effective manner and that the study also evaluates ways to optimize existing facilities.

GSBS approach to the Plan includes:

1. Identify which community facilities are to be covered by the plan.
2. Inventory and assess the existing facilities' condition and adequacy.
3. Propose a range of facilities to support the development pattern contemplated in the land-use element.

Plan Components will include:

- GSBS conducting an inventory and general assessment of all existing community facilities identified for inclusion by the City of Burleson.
  - The inventory will include:
    - An interview with the staff representative who is assigned operational authority for each facility;
    - Geographic service area of each facility;
    - Design capacity of each facility;
    - Current demand on each facility;
    - Level of service provided by each facility;
  - The general assessment will include:
    - An evaluation
      - of the performance of existing facilities based on best available data,
      - of the condition and
      - expected life of the facilities, and
      - identification of surpluses and deficiencies of each facility.
    - To the extent possible, measures of optimizing the use of existing facilities as an alternative to expansion and/or new construction.
    - Where necessary, a synopsis of proposed new facilities.

- A timeline and explanation of what Burleson needs to consider— whether that's expanding existing space, leasing space and/or constructing new facilities. (For instance, there may be a need to lease space during phased construction of any new facilities as a place-holder of employees.)
- An estimate of any expected construction costs (based on historical data), so Burleson may conduct capital facilities planning.
- GSBS to prepare needs and program worksheets for facilities with deficiencies; this may include quantifying any need for new facilities, as well as any opportunities to expand or renovate existing facilities to handle increased service levels.

**Documentation and Presentation:**

- GSBS will prepare draft and final documents detailing the research and recommendations described above; and
- GSBS will meet with City Staff throughout this process; GSBS will also provide for attending up to three (3) public meetings or Work Sessions with the Mayor and Council.

GSBS has agreed to perform this work within 120 calendar days for a total cost of \$74,020.

**Board/Citizen Input:**

N/A

**Financial Considerations:**

Funds for this study in the amount of \$80,000 were approved in the 2008-09 General Fund budget in Account # 001-1099-419.32-08.

**Attachments:**

A copy of the contract is attached.

**Staff Contact:**

David Wynn, P.E., Deputy City Manager

Telephone: 817-447-5400 x234 Email: [dwynn@burlesontx.com](mailto:dwynn@burlesontx.com)

THE STATE OF TEXAS §

**ARCHITECTURAL SERVICES CONTRACT**

COUNTY OF JOHNSON §

THIS CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the CITY OF BURLESON, Texas, a municipal corporation, hereinafter called "City," and \_\_\_\_\_, hereinafter called "Architect," whose address is \_\_\_\_\_.

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 Architect

Architect shall perform all services under this contract to the prevailing architectural professional standards consistent with the level of care and skill ordinarily exercised by members of the architect profession, both public and private, currently practicing in the same locality under similar conditions, including reasonable, informed judgments and prompt, timely action. Architect shall provide services to accomplish a Community Facility Study, hereinafter referred to as the "Study."

II.

Compensation to Architect

- A. City agrees to pay Architect \$73,020.00 for all services outlined in Section III. Additionally, City agrees to pay Architect for Reimbursable Expenses actual cost for the Reimbursable Expenses plus ten percent (10%).
- B. City Agrees to pay Architect Reimbursable Expenses not to exceed \$1000.00. Reimbursable Expenses may be charged for printing and reproduction expenses; travel, transportation and subsistence out of Johnson, Tarrant, and Dallas Counties; and Evidence of cost incurred for direct expenses shall be submitted with each billing.
- C. No interest shall be due on any payments. City shall pay Architect within 30 days of written request for payment.

### III. Services

#### Community Facility Study – Scope of Work

The comprehensive Community Facility Study will include the following:

- Identifying the number, type and size of community facilities necessary to support the community to projected build-out.
- Establish levels of service for such community facilities, based upon a set of mutually-agreeable standards, so they will meet the needs and requirements of the local government and residents.
- Ensure that the analysis of such community facilities is provided in a timely, orderly, and cost-effective manner and that the study also evaluates ways to optimize existing facilities.

GSBS approach to the Plan includes:

4. Identify which community facilities are to be covered by the plan.
5. Inventory and assess the existing facilities' condition and adequacy.
6. Propose a range of facilities to support the development pattern contemplated in the land-use element.

Plan Components will include:

- GSBS conducting an inventory and general assessment of all existing community facilities identified for inclusion by the City of Burleson.
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    - An evaluation
      - of the performance of existing facilities based on best available data,
      - of the condition and
      - expected life of the facilities, and
      - identification of surpluses and deficiencies of each facility.

- To the extent possible, measures of optimizing the use of existing facilities as an alternative to expansion and/or new construction.
- Where necessary, a synopsis of proposed new facilities.
  
- A timeline and explanation of what Burleson needs to consider—whether that's expanding existing space, leasing space and/or constructing new facilities. (For instance, there may be a need to lease space during phased construction of any new facilities as a place-holder of employees.)
- An estimate of any expected construction costs (based on historical data), so Burleson may conduct capital facilities planning.
- GSBS to prepare needs and program worksheets for facilities with deficiencies; this may include quantifying any need for new facilities, as well as any opportunities to expand or renovate existing facilities to handle increased service levels.

Documentation and Presentation:

- GSBS will prepare draft and final documents detailing the research and recommendations described above; and
- GSBS will meet with City Staff throughout this process; GSBS will also provide for attending up to three (3) public meetings or Work Sessions with the Mayor and Council.

IV.

Time for Completion

Architect agrees to complete and submit all work required by City within 120 calendar days exclusive of time for review of the Community Facility Study by City.

No extensions of time shall be granted unless a written request is submitted by Architect, and such request is approved in writing by City.

V.

Revisions to the Study

If revisions of the Study are required by reason of Architect's error or omission, then such revisions shall be made by Architect without additional compensation to the fees herein specified, and in a time frame as directed by City.

City reserves the right to direct substantial revision to the Study after acceptance by City as City may deem necessary, but when the revision is not due to Architect's error or omission, City shall pay Architect equitable compensation for services rendered in making such revisions. In any event, when Architect is directed to make substantial revisions under this Section of the contract, Architect shall provide to City a written proposal for the entire cost to revise the Study. Prior to Architect 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 Architect that any compensation not specified in Section II., "Compensation to Architect," may require additional Burleson City Council approval and is subject to funding limitations.

## VI.

### Architect's Coordination with Owner

Architect shall be available for conferences with City so that Study can be completed 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 Architect all existing plans, maps, field notes, and other data in its possession relative to the Study. Architect may show justification to City for changes in design from City standards due to the judgment of said Architect. City shall make the final decision as to any changes after appropriate request by Architect.

## 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, Architect shall immediately discontinue all services and Architect 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, Architect 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 Architect 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 Architect with mutual consent of City at any time for any cause without penalty or liability except as may otherwise be specified herein. Architect shall submit written notice to terminate contract and shall submit to City all plans and documents relative to the design of Study. 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, Architect shall pay directly to City the difference in the unpaid balance and the cost to complete the work. In no case shall City pay Architect any additional monies other than those previously paid under the contract.

## VIII.

### Ownership of Documents

The Study shall become the sole property of City and shall be delivered to City, without restriction on future use. Architect shall retain in his files the original Study. Architect shall have no liability for changes made to the the Study subsequent to the completion of the contract.

City shall require that any such change be sealed, dated, and signed by the Architect making that change and shall be appropriately marked to reflect what was changed or modified.

IX.  
Insurance

- A. Architect shall at Architect's own expense, purchase, maintain and keep in force during the term of this contract such insurance as set forth below. Architect shall not commence work under this contract until Architect has obtained all the insurance required under this contract and such insurance has been approved by City, nor shall Architect allow any subcontractor to commence work on his or her own subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this contract shall be written on an "occurrence" basis, except for professional liability. The insurance requirements shall remain in effect throughout the term of this contract. Professional liability insurance shall also be maintained for one year after completion of the Study.
1. Worker's Compensation as required by law, Employers Liability Insurance of not less than \$100,000.00 for each accident, \$100,000.00 disease-each employee, \$500,000.00 disease-policy limit.
  2. Commercial General Liability Insurance, including Independent Contractor's Liability, Completed Operations and Contractual Liability, covering but not limited to the indemnification provisions of this contract, fully insuring Architect's liability for injury to or death of employees of City and third parties, extended to include personal injury liability coverage, and for damage to property of third parties, with a combined bodily injury and property damage minimum limit of \$1,000,000.00 per occurrence.
  2. Comprehensive Automobile and Truck Liability Insurance, covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000.00 per occurrence.
  4. Professional Liability Insurance: Standard comprehensive professional liability coverage in an amount of at least \$1,000,000.00 aggregate per year, covering the services provided under this contract, including contractual liability.
- B. Each insurance policy to be furnished by Architect shall include the following conditions by endorsement to the policy:
1. Except for Worker's Compensation and professional liability insurance, the policy shall name City as an additional insured as to all applicable coverage;
  2. Each policy will require that thirty (30) days prior to the expiration, cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to City by certified mail to: Director of Engineering Services, City of Burleson, 141 West Renfro Street, Burleson, Texas 76028-4261. If the policy is canceled for

nonpayment of premium, only ten (10) days advance written notice to City is required;

3. The term "Owner" or "City" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of City and the individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of City.
4. The policy phrase "other insurance" shall not apply to City where City is an additional insured on the policy; and
5. 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.

C. Concerning insurance to be furnished by Architect, it is a condition precedent to acceptability thereof that:

1. All policies are to be written through companies duly approved to transact that class of insurance in the State of Texas; and
2. Insurance is to be placed with carriers with a Best rating of A:VII, or as otherwise acceptable to City.

D. Architect agrees to the following:

1. Except for professional liability, Architect 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.
2. Companies issuing the insurance policies and Architect 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 Architect.
3. Approval, disapproval or failure to act by City regarding any insurance supplied by Architect (or any subcontractors) shall not relieve Architect 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 Architect from liability.
4. Architect 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: Department of Engineering Services, City of Burleson, ATTN: David G. Wynn, P.E., 141 West Renfro, Burleson, Texas 76028-4261.

- E. 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:

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

City may withhold payment of any amount otherwise due and payable to Architect 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 Architect, 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.

XI.  
No Damages for Delays

Notwithstanding any other provision of this contract, Architect shall not be entitled to claim or receive any compensation as a result of or arising out of any delay, hindrance, disruption, force majeure, impact or interference, foreseen or unforeseen.

XII.  
Procurement of Goods and Services from Burlson Businesses

In performing this contract, Architect agrees to use diligent efforts to purchase all goods and services from Burlson businesses whenever such goods and services are comparable in availability, quality and price.

XIII.  
Right to Inspect Records

Architect agrees that City shall have access to and the right to examine any directly pertinent books, documents, papers and records of Architect involving transactions relating to this contract. Architect agrees that City shall have access during normal working hours to all necessary Architect facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. City shall give Architect reasonable advance notice of intended audits.

Architect further agrees to include in subcontract(s), if any, a provision that any subcontractor or consultant agrees that City shall have access to and the right to examine any directly pertinent books, documents, papers and records of such consultant or subcontractor involving transactions to the subcontract, and further, that City shall have access during normal working hours to all consultant or subcontractor facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this paragraph. City shall give the consultant or subcontractor reasonable advance notice of intended audits.

#### XIV.

##### No Third Party Beneficiary

For purposes of this contract, including its intended operation and effect, the parties (City and Architect) specifically agree and contract that: (1) the contract only affects matters/disputes between the parties to this contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with City or Architect or both; and (2) the terms of this contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Architect.

#### XV.

##### Successors and Assigns

City and Architect each binds himself and his successors, executors, administrators and assigns to the other party of this contract and to the successor, executors, administrators and assigns of such other party in respect to all covenants of this contract. Neither City nor Architect shall assign or transfer its interest herein without the prior written consent of the other.

#### XVI.

##### Architect's Liability

Acceptance of the Study by City shall not constitute nor be deemed a release of the responsibility and liability of Architect, its employees, associates, agents or consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility or liability by City for any defect in the Study or other documents and work prepared by said Architect, its employees, subcontractors, agents and consultants.

#### XVII.

##### Indemnification

- A. ARCHITECT SHALL INDEMNIFY AND HOLD CITY, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES HARMLESS FROM ANY LOSS, DAMAGE, LIABILITY OR EXPENSE, 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 ARCHITECT, AND ALL OTHER PERSONS PERFORMING ANY ACT PURSUANT TO THIS AGREEMENT, WHICH MAY RISE OUT OF ANY**

**NEGLIGENT ACT, ERROR, OR OMISSION BY ARCHITECT, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, OR OTHER PERSONS FOR WHOM IT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS AGREEMENT: ARCHITECT 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 JUDGEMENTS 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 ARCHITECT, WITHOUT WAIVING ANY DEFENSES AVAILABLE TO THE ARCHITECT UNDER TEXAS LAW.**

- B. TO THE EXTENT PERMITTED BY LAW, CITY SHALL INDEMNIFY AND HOLD ARCHITECT, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES HARMLESS FROM ANY LOSS, DAMAGE, LIABILITY OR EXPENSE, 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 ARCHITECT, AND ALL OTHER PERSONS PERFORMING ANY ACT PURSUANT TO THIS AGREEMENT, WHICH MAY ARISE OUT OF ANY NEGLIGENT ACT, ERROR OR OMISSION BY CITY, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, OR OTHER PERSONS FOR WHOM IT IS LEGALLY LIABLE. WITH REGARD TO THE PERFORMANCE OF THIS AGREEMENT, CITY SHALL DEFEND AT ITS OWN EXPENSE ANY SUITS OR OTHER PROCEEDINGS BROUGHT AGAINST ARCHITECT OR ITS OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES AND SHALL PAY ALL EXPENSES AND SATISFY ALL JUDGMENTS WHICH MAY BE INCURRED BY OR RENDERED AGAINST ARCHITECT, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES OR ANY OF THEM, IN CONNECTION WITH THE FOREGOING DESCRIBED NEGLIGENT ACT, ERROR OR OMISSION BY CITY, HOWEVER, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY TO WHICH THE CITY MAY BE ENTITLED.**
- C. THE INDEMNIFICATION PROVIDED FOR IN (a) AND (b) ABOVE DOES NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OF AN INDEMNIFIED PARTY, ITS AGENTS, SERVANTS AND EMPLOYEES, AND IF THE CITY AND THE ARCHITECT ARE BOTH FOUND LIABLE FOR DAMAGES BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE PROPORTIONED COMPARATIVELY BETWEEN THEM IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**
- D. This section is solely for the benefit of the Architect and the City and does not create or grant any rights, contractual or otherwise, to any other person or entity. The Architect and the City shall promptly advise each other in writing of a known claim or demand arising out of activities under the Agreement.**

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

Architect covenants and agrees that he/she is an independent contractor, and not an officer, agent, servant or employee of City; that Architect 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 Architect, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Architect.

XX.  
Disclosure

By signing this contract, Architect 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 Study and business relationships with abutting property owners. Architect 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

The parties to this contract agree and covenant that this contract shall be enforceable in Burleson, Texas; and that if legal action is necessary to enforce this contract, exclusive venue shall lie in Johnson County, Texas.

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.

XXIII.  
Applicable Law

This contract is entered into subject to the Charter and ordinances of City, as they may be amended from time to time, and is subject to and is to be construed, governed, and enforced under all applicable State of Texas and federal laws. Situs of this contract is agreed to be Johnson County, Texas, for all purposes, including performance and execution.

XXIV.  
Headings

The headings of this contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

XXV.  
Remedies

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but, each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this contract may be waived without consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this contract.

XXVI.  
Equal Employment Opportunity

Architect shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, ancestry, national origin, place of birth or disability. Architect shall take action to ensure that applicants are employed and treated without regard to their race, age, color, religion, sex, ancestry, national origin, place of birth or disability. This action shall include, but not be limited to: employment, promotion, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship.

XXVII.  
Construction of Contract

Both parties have participated fully in the review and revision of this contract. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this contract.

XXVIII.  
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.

If intended for City, to:

Mr. David G. Wynn, P.E.  
Deputy City Manager  
City of Burleson  
141 West Renfro Street  
Burleson, Texas 76028-4261

If intended for Architect, to:

Mr. Thomas E. Batenhorst, AIA  
Principal  
GSBS Architects  
7291 Glenview Drive  
Fort Worth, Texas 76180

IN WITNESS WHEREOF, the parties enter into this contract on the date first written above.

WITNESS:

ARCHITECT:

BY: \_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Printed or Typed Title

\_\_\_\_\_  
Printed or Typed Title

\_\_\_\_\_  
Tax Identification No.

ATTEST:

CITY OF BURLESON, TEXAS:

BY: \_\_\_\_\_

BY: \_\_\_\_\_

AMANDA McCrory  
CITY SECRETARY

CURTIS E. HAWK  
CITY MANAGER

Architect Acknowledgment

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, 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 \_\_\_\_\_ (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 \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public In and For The State of Texas

\_\_\_\_\_  
Notary's Printed Name

My Commission Expires: \_\_\_\_\_

THE STATE OF TEXAS §

City Acknowledgement

COUNTY OF JOHNSON §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, 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 \_\_\_\_\_ thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public In and For The State of Texas

\_\_\_\_\_  
Notary's Printed Name

My Commission Expires: \_\_\_\_\_