

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 CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Riverbend Investment, Ltd
Fort Worth, TX United States

Certificate Number:
2018-362514

Date Filed:
06/01/2018

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Fort Worth

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.

C02477
design and engineering for east Fort Worth Trail extension

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Newell, Kenneth	Fort Worth, TX United States	X	

5 Check only if there is NO Interested Party.

☐

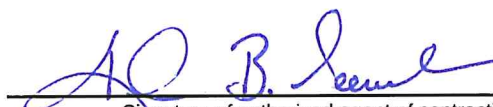
6 UNSWORN DECLARATION

My name is KENNETH B. NEWELL, and my date of birth is 9-23-46.

My address is 2550 S. PRECINCT LINE B FORT WORTH, TX, 76118, TARRANT
(street) (city) (state) (zip code) (country)

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

Executed in TARRANT County, State of TEXAS, on the 1st day of JUNE, 20 18.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

ASSIGNMENT AGREEMENT
OF
ENGINEERING AGREEMENT FOR
PHASE 1 OF THE TRINITY TRAILS EAST FORT WORTH EXTENSION

WHEREAS, the City of Fort Worth, a Texas municipal corporation (“City”), has long term plans for the continuation of the Trinity Trails East Fort Worth extension (“Trinity Trails East Extension”), which will be designed and constructed in phases; and

WHEREAS, Riverbend Investment, Ltd. (“Riverbend”) owns land across which a portion of the Trinity Trails East Extension is proposed; and

WHEREAS, Riverbend, as part of its development planning, and working in conjunction with the City’s Park and Recreation Department, retained Halff Associates, Inc. (“Halff”) in April, 2016, to prepare engineering, landscape, and environmental services for Phase I of the Trinity Trails East Extension (“Project”), the agreement between Riverbend Investments, Ltd. and Halff Associates, Inc., as amended, (“Agreement”) being attached hereto and incorporated herein as **Attachment A**; and

WHEREAS, in or around September 2017, Riverbend presented to city staff the Agreement for the City’s use in procuring a construction contractor and on December 12, 2017 (M&C C-28519), City Council awarded a construction contract with 2L Construction, LLC, for the construction of Phase 1 of the Trinity Trails East Fort Worth Project; and

WHEREAS, City, desires to obtain ownership of the design and engineering project documents and to retain all the functions of Halff Associates for administration of the Project by compensating Riverbend for its expenditure with Halff pursuant to the Agreement, an amount of \$360,462.85; and

WHEREAS, Staff has reviewed the scope, fee, terms, work product and schedule for the Agreement and find them to be fair and reasonable;

NOW, THEREFORE, for and in consideration of the above recitals and the covenants, conditions and agreements contained herein, the City, Riverbend and Halff do hereby agree as follows:

1. Assignor, Riverbend Investments, Ltd., hereby TRANSFERS, ASSIGNS, and CONVEYS unto Assignee, City of Fort Worth, all of the right, title, and interest of Riverbend in and to the Agreement.

2. Halff Associates, Inc. hereby AGREES and CONSENTS to the Assignment.

3. Assignee hereby assumes all liabilities and obligations of Assignor under the Agreement and agrees to perform all obligations of Assignor under the Agreement which are to be performed or which become due after the Assignment Date.

4. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective legal representatives, successors and assigns.

5. This Assignment may be executed in multiple counterparts, each of which will, for all purposes, be deemed an original, but which together will constitute one and the same instrument.

TO HAVE AND TO HOLD the Agreement, together with any and all documents, including plans, drawings and specifications, thereto in any wise belonging to Assignor is hereby assigned and transferred, unto Assignee, its legal representatives, successors, and assigns forever.

EXECUTED by each party's duly designated and authorized representative to be effective as of the date subscribed by Assignee. Execution of this Assignment by Riverbend and Halff shall constitute the written consent to be given by each party required by the Agreement.

Assignor:

**Riverbend Investments, LTD,
DEVELOPER**

By: _____

Name: _____

Title: _____

Date: _____

Assignee: City of Fort Worth

Fernando Costa

Assistant City Manager

Date: _____

Consent to Assignment:

Halff Associates, Inc.

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

Mary J. Kayser
City Secretary

Recommended by:

Park & Recreation Department

Richard Zavala, Director

Approved as to Form & Legality:

Douglas W. Black
Assistant City Attorney

M&C No. _____

Date: _____

List of Attachments to this Agreement

Attachment A – Agreement

[follows]