ASSIGNMENT AND ASSUMPTION OF CONTRACTUAL OBLIGATIONS AND CONSENT TO ASSIGNMENT

This Assignment and Assumption of Contractual Obligations and Consent to Assignment ("Assignment Agreement") is entered into by and between SEPI Engineering & Construction, Inc., a North Carolina corporation authorized to do business in Florida (the "Consultant"), TranSystems Corporation d/b/a TranSystems Corporation Consultants, a Missouri corporation, authorized to do business in Florida ("Assignee") and City of Sunrise ("City") this 20th day of December, 2022. Assignee's offices are located at 2400 Pershing Rd, Ste 400, Kansas City, MO 64108.

WHEREAS, the City and Consultant entered into that certain Continuing Services Agreement ("Agreement") that was approved by Resolution No. 22-9-22-A and entered into between the parties on July 12, 2022 whereby the Consultant would perform certain services under the Agreement; and

WHEREAS, Consultant has been purchased by Assignee and has requested an assignment and assumption of contractual obligations from the Consultant to Assignee; and

WHEREAS, pursuant to Section 35 of the Agreement, the City must consent to any assignment of said Agreement.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the parties agree as follows:

1. Consultant does hereby transfer and assign to the Assignee all of the Consultant's rights, benefits, title, interests, liabilities, duties and obligations under, in and to the Agreement. Assignee does hereby accept such assignment, and does hereby assume all rights, benefits, title, interest, liabilities, duties, and obligations under the Agreement, including but not limited to, all of Consultant's representations and Consultant covenants to indemnify the City as provided in Section 14 of the Agreement. Assignee agrees to fully perform the Agreement in accordance with the terms and conditions of the Agreement. From and after the date of this Assignment Agreement, Assignee shall be bound by all of the terms and conditions of the Agreement as if it were the Consultant.

2. City hereby consents to the assignment of the Agreement from the Consultant to the Assignee; provided, however, that the City does not release Consultant from any liabilities, interests, duties, and obligations that it may owe to the City now or

CITY OF SUNRISE FLORIDA
Date: Dec 20, 2022
Time: 3:43 pm
Department: City Clerk

in the future. City acknowledges that as a result of Consultant's merger with Assignee, that any of Consultant's liabilities, interests, duties and obligations shall be the responsibility of Assignee.

3. Within 15 calendar days of the effective date of this Assignment Agreement, Assignee shall provide the City with a certificate of insurance in accordance with Section 15 of the Contract, evidencing that all coverage, limits, and endorsements required thereby are maintained and in full force and effect.

4. Within 15 calendar days of the effective date of this Assignment Agreement, Assignee shall provide the City with an updated contact for notice purposes in accordance with Section 19 of the Agreement.

5. This Assignment Agreement shall be governed by the laws of the State of Florida. Except as set forth in Section 14 of the Agreement, should the parties be involved in legal action against each other arising under, or connected to, this Assignment Agreement, each party will be responsible for its own attorneys' fees and costs. The venue for any litigation will be Broward County, Florida. The parties hereby agree to waive a jury trial and will proceed to a trial by judge if necessary.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK AND SIGNATURES FOLLOW ON ATTACHED PAGE]

IN WITNESS WHEREOF, the parties have caused this Assignment Agreement to be executed by their duly authorized officers on the dates set forth below.

CONSULTANT

SEPI Engineering & Construction, Inc.

By: _____

Print: Steven L. Thomas

Title: Sr. VP

2 day of December, 2022

AUTHENTICATION:

_____

Secretary

Nicholas L. Ellis

Please type name of Secretary

(CORPORATE SEAL)

SEPI ENGINEERING & CONSTRUCTION, INC. CORPORATE SEAL CARY N.C.

WITNESSES:

_____

_____

ASSIGNEE

TranSystems Corporation d/b/a
TranSystems Corporation Consultants

By: Julie Frigon

Print: Julie Frigon

Title: CFO

30th day of November, 2022

AUTHENTICATION:

Secretary

Patrick Knise

Please type name of Secretary

(CORPORATE SEAL)

TRANSYSTEMS CORPORATION CORPORATE SEAL MISSOURI

WITNESSES:

CITY

CITY OF SUNRISE, FLORIDA

By: _____
John T. Curran
Procurement Manager

30 day of December, 2022

Approved as to form for the City:

By: _____
Kimberly A. Kisslan
City Attorney