

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 BCC Engineering, LLC, a Florida limited liability company (the "Consultant"), Parsons Transportation Group Inc., a foreign profit corporation, authorized to do business in Florida ("Assignee") and City of Sunrise ("City") this ___ day of _____, 2026. Assignee's offices are located at 100 West Walnut Street, Pasadena, CA 91124.

WHEREAS, on April 27, 2021, via Resolution No. 21-42, the City Commission awarded a Continuing Services Agreement for Water, Wastewater, Wastewater Reuse, and Natural Gas utilities Projects Consultant Services (CSA), whereby the Consultant would perform certain services under the CSA; and

WHEREAS, on October 18, 2024, Consultant was merged with the Assignee, resulting in a change in ownership of the firm originally contracted by the City. Due to the change in ownership of the firm originally contracted by the City, the Assignee has requested an assignment and assumption of contractual obligations from the Consultant to the Assignee; and

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

NOW THEREFORE, in consideration of the premises above, 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. All references to BCC Engineering, LLC under the Agreement, shall hereinafter be referred to as Parsons Transportation Group Inc.

3. Except as amended by this Assumption Agreement, all other terms and conditions of the Contract shall remain in full force and effect.
4. 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 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.
5. 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 Agreement, evidencing that all coverage, limits, and endorsements required thereby are maintained and in full force and effect.
6. 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.
7. 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 a judge if necessary.
8. Pursuant to Section 787.06(14), Fla. Stat., nongovernmental entities contracting with the City are required to provide an affidavit attesting that the nongovernmental entity does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Assignment Agreement and submitting the executed required affidavit, attached and incorporated herein as Exhibit "A", the Assignee represents and warrants that it does not use coercion for labor or services as provided by state law.

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

BCC ENGINEERING, LLC

By: _____

Print: _____

Title: _____

_____ day of _____, 2026

AUTHENTICATION:

Secretary

Please type the name of the Secretary

(CORPORATE SEAL)

WITNESSES:

ASSIGNEE

PARSONS TRANSPORTATION GROUP, INC.

By: _____

Print: _____

Title: _____

_____ day of _____, 2026

AUTHENTICATION:

Secretary

Please type the name of the Secretary

(CORPORATE SEAL)

WITNESSES:

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Procurement Manager

_____ day of _____, 2026

Approved as to form for the City:

By: _____
Thomas P. Moss
City Attorney

EXHIBIT "A"

AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (14), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Sunrise.

2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.

4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

Date: _____
Entity: _____
Signature: _____
Print Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ of _____.

(SEAL)

Signature of Notary Public – State of Florida

Print, type of stamp commissioned name of Notary Public

Personally Known OR Produced Identification
Type of Identification Produced _____