

ASSIGNMENT, ASSUMPTION AND AMENDMENT
OF AGREEMENT #2016-23
PROFESSIONAL ENGINEERING SERVICES – CONTINUING CONTRACT FOR
CITY OF NORTH PORT UTILITIES

THIS ASSIGNMENT, ASSUMPTION AND AMENDMENT OF AGREEMENT #2016-23 (the “Assignment”) is entered into by and between TKW Consulting Engineers, LLC, a Florida limited liability company (f/k/a TKW Consulting Engineers, Inc.) (the “Assignor”), Consor Engineers, LLC, a Florida limited liability company (the “Assignee”), and the City of North Port, Florida, a municipal corporation of the State of Florida (the “City”, and together, with the Assignor and Assignee, the “Parties”).

RECITALS

WHEREAS, the City and Assignor entered into a Continuing Contract for Professional Engineering Services (Agreement #2016-23), dated September 14, 2016 (the “Agreement”), and renewed the Agreement for an additional one (1) year term on September 18, 2019; and

WHEREAS, on December 31, 2019, Assignor formally merged its operations with Structural Grace, LLC, and through a filing with the Florida Secretary of State formed Assignee; and

WHEREAS, Assignor desires to assign its rights, obligations, and responsibilities under the Agreement to Assignee, and Assignee desires to assume, all of Assignor’s rights, obligations, and responsibilities under the Agreement; and

WHEREAS, the Parties mutually desire to assign the Agreement, and by execution of this Assignment, the City consents to assignment of the Agreement, along with all addenda, amendments, or supplements thereto, from Assignor to Assignee as permitted and required by section 13 of the Agreement; and

WHEREAS, the Parties desire to amend the Agreement pursuant to Section 12 of the Agreement to memorialize the desired assignment.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto covenant and agree as follows:

1. Effective January 1, 2020, Assignor hereby assigns to Assignee all of Assignor’s rights, obligations, and responsibilities under the Agreement, and Assignee hereby agrees to assume all of Assignor’s obligations and responsibilities under the Agreement, including but not limited to Assignor’s obligations and responsibilities for all work performed under the Agreement by Assignor before January 1, 2020.
2. The terms of this Assignment shall bind and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, and successors and assigns.
3. The Assignor hereby constitutes and appoints the Assignee the true and lawful agent and attorney in fact of the Assignor, with full power of substitution and resubstitution, in whole or in part, in the

name and stead of the Assignee but on behalf and for the benefit of the Assignor and its successors and assigns, to do all lawfully permitted acts to effect or otherwise complete the Assignment.

4. Pursuant to section 13 of the Agreement, the City consents to this Assignment; provided, however, such consent is expressly limited to the Assignment and shall not be construed to be a consent to any future assignments.
5. The Parties hereby acknowledge and agree that nothing in this Assignment and Consent shall be construed to modify, limit or impair in any way the Parties' duties, obligations and liabilities as set forth in the Agreement.
6. Section 18 of the Agreement, "Notices," is hereby deleted and replaced in its entirety with the following:

18. Notices

Any notices, invoices, reports, or any other type of documentation required by this Agreement shall be sent by certified mail, return receipt requested, or via a recognized national courier service in a manner that provides for written or electronic record of delivery, to the addresses listed below:

CONSULTANT'S REPRESENTATIVE:

CONSOR Engineers, LLC
15310 Park Row
Huston, TX 77804
TEL: (303) 569-6271
EMAIL: cmcnally@consoreng.com

CITY'S ADMINISTRATIVE AGENT:

Utilities Director
City of North Port
6644 West Price Blvd
North Port, FL 34291
TEL: (941) 240-8010
EMAIL: rnewkirk@cityofnorthport.com

NOTICES AND DEMANDS SENT TO:

City Attorney
City Attorney's Office
4970 City Hall Blvd
North Port, FL 34286
EMAIL:
northportcityattorney@cityofnorthport.com

Changes in the respective addresses may be made from time to time by either party by written notice to the other party.

7. This Assignment may be executed in any number of counterparts which, collectively, shall constitute one and the same instrument.
8. The Parties covenant and agree that each is duly authorized to enter into and perform this Assignment and those executing this Assignment have all requisite power and authority to bind the Parties.

IN WITNESS WHEREOF, Assignor, Assignee, and City have duly executed this Assignment and Consent on behalf of the Parties as of the last date set forth below.

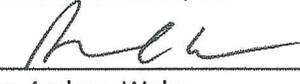
TKW CONSULTING ENGINEERS, LLC

By: 
Name: Andrew Wehr
Title: Treasurer

Date: 1/27/2020

Witness: 

CONSOR ENGINEERS, LLC

By: 
Name: Andrew Wehr
Title: Treasurer

Date: 1/27/2020

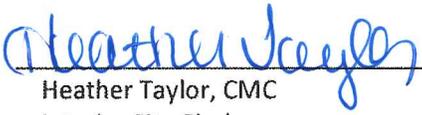
Witness: 

CITY OF NORTH PORT, FLORIDA

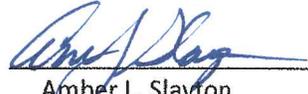
By: 
Name: Peter D. Lear, CPA, CGMA
Title: City Manager

Date: 2-3-2020

ATTEST


Heather Taylor, CMC
Interim City Clerk

APPROVED AS TO FORM AND CORRECTNESS


Amber L. Slayton
City Attorney