

**ASSIGNMENT, ASSUMPTION, AND AMENDMENT OF PROFESSIONAL
ENGINEERING SERVICES – CONTINUING SERVICES CONTRACT FOR
CITY OF NORTH PORT PUBLIC WORKS
CONTRACT NO. 2019-23-01**

This Assignment, Assumption, and Amendment of Professional Engineering Services – Continuing Services Contract for City of North Port Public Works – Contract No 2019-23-01 (“Amendment”) is made and entered into by and between the City of North Port, Florida, a municipal corporation of the State of Florida (“City”); American Consulting Engineers of Florida, LLC, which is registered to conduct business in the State of Florida and whose address is 2818 Cypress Ridge Boulevard, Suite 200, Wesley Chapel, Florida 33554 (“Assignor”); and Consor Engineers, LLC, which is registered to conduct business in the State of Florida and whose address is 14142 Denver West Parkway, Suite 250, Lakewood, Colorado 80401 (“Assignee”).

WITNESSETH

WHEREAS, Assignor and City entered into a Professional Engineering Services Agreement (Contract No. 2019-23-01), with an effective date of June 25, 2019 (“Contract”); and

WHEREAS, the Contract provides that Assignor shall perform Professional Engineering Services as identified in the Request for Proposal No. 2019-23 and Assignor’s proposal submitted February 20, 2019; and

WHEREAS, Assignor consolidated legal entities and brands with Assignee on January 1, 2024, at which time Assignee assumed all obligations and responsibilities of Assignor under the Contract; and

WHEREAS, Assignor desires to assign not only its rights under the Contract but also its obligations and responsibilities under the Contract to Assignee; and

WHEREAS, pursuant to Section 14 of the Contract, Assignor may assign its interest in the Contract, upon the City’s prior written consent of the City Manager or designee; and

WHEREAS, pursuant to Section 13 of the Contract, Assignor and City desire to amend the Contract to memorialize the desired assignment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. ASSIGNMENT.

Effective January 1, 2024, Assignor hereby assigns to Assignee all of Assignor’s rights, obligations, and responsibilities under the Contract, and Assignee hereby agrees to assume all of Assignor’s obligations and responsibilities under the Contract, including but not limited to Assignor’s obligations and responsibilities for all work performed under the Contract by Assignor before January 1, 2024.

2. NOTICE.

Section 19 of the Contract, titled "Notices," is hereby deleted and replaced in its entirety with the following:

19. NOTICES: Except as specified elsewhere in this Contract, all notices provided for in the Contract must be in writing and transmitted by FedEx, UPS, or by certified mail, return receipt requested to the following. A party may update its notice information by providing written notice to the other party.

For City of North Port, Florida:
City of North Port, Florida
Attn: City Manager
4970 City Hall Blvd.
North Port, Florida 34286

with a copy to:
City of North Port, Florida
Attn: City Attorney
4970 City Hall Blvd.
North Port, Florida 34286

For Consor Engineers, LLC:
Consor Engineers, LLC
Attn: Matthew Cass, PE
Senior Vice President
14142 Denver West Parkway, Suite 250
Lakewood, Colorado 80401

3. MISCELLANEOUS.

- A. Authority to Execute. The signature by any person to this Amendment shall be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.
- B. Binding Effect/Counterparts. By the signatures affixed hereto, the Parties intend to be bound by the terms and conditions hereof. This Amendment is binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, successors, and assigns. It may be signed in counterparts.

IN WITNESS WHEREOF, the Parties have executed this Amendment as follows.

(Signature pages to follow)

ASSIGNOR:

CHARLOTTE ENGINEERING AND SURVEYING, INC., a Florida Corporation and a wholly owned subsidiary of AMERICAN CONSULTING ENGINEERS OF FLORIDA, LLC.

By: *Zina Schwartz*
Name: Zina Schwartz
Title: Executive Vice President

ACKNOWLEDGEMENT

STATE OF Texas
COUNTY OF Harris

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 6th day of June 2024, by Zina Schwartz (name), as Executive Vice President (title) for CHARLOTTE ENGINEERING AND SURVEYING, INC., a Florida Corporation and a wholly owned subsidiary of AMERICAN CONSULTING ENGINEERS OF FLORIDA, LLC (entity).

Erin Caulfield Lucas
Notary Public

X Personally Known OR ___ Produced Identification
Type of Identification Produced _____



ASSIGNEE:

CONSOR ENGINEERS, LLC

By: *Matthew Cass*

Name: Matthew Cass

Title: Senior Vice President/Executive Director

ACKNOWLEDGEMENT

STATE OF NORTH CAROLINA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence, this 22nd day of March 2024, by Matthew Cass (name), as Senior Vice President/Executive Director (title) for CONSOR ENGINEERS, LLC (entity).

Linda DiFranco

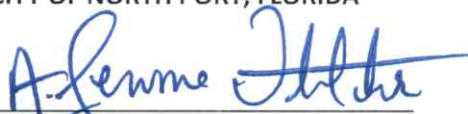
Notary Public

*My commission expires on
04/26/2026*

Personally Known OR Produced Identification
Type of Identification Produced _____



CITY OF NORTH PORT, FLORIDA



A. JEROME FLETCHER II, ICMA-CM, MPA
CITY MANAGER

ATTEST



HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS



AMBER L. SLAYTON, B.C.S.
CITY ATTORNEY