

**ASSIGNMENT, ASSUMPTION, AND FIRST AMENDMENT OF
INFLOW AND INFILTRATION REHABILITATION NO. 2023-40.003**

This *Assignment, Assumption, and Amendment of Inflow and Infiltration Rehabilitation* (“First Amendment”) is made and entered into by and between the City of North Port, Florida, a municipal corporation of the State of Florida (“City”); Miller Pipeline, LLC, which is registered to conduct business in the State of Florida and whose address is 8850 Crawfordsville Rd., Indianapolis, Indiana, 46234 (“Assignor”); and Insituform Technologies, LLC, which is registered to conduct business in the State of Florida and whose address is 580 Goddard Avenue, Chesterfield, MO 33005 (“Assignee”), and.

RECITALS

WHEREAS, Assignor and City entered into Inflow and Infiltration Rehabilitation, with an effective date of November 20, 2023 (“Original Contract”); and

WHEREAS, the Contract provides that Assignor is competent, experienced, and responsible Contractor to construct the project in accordance with the plans and specifications, in an expeditious manner that reasonably protects the public and adjacent property from the construction of the project; and

WHEREAS, Assignor has sold certain assets of its municipal services to Assignee on November 1, 2024, at which time Assignee assumed all rights, obligations, and responsibilities of Assignor under the Original Contract; and

WHEREAS, pursuant to Section 17. I. of the Contract, Assignor may assign its interest in the Original Contract, upon the written consent of the City; and

WHEREAS, pursuant to Section 17. H. of the Contract, the parties desire to amend the Original Contract to memorialize the assignment.

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

1. EFFECT OF AMENDMENT/EFFECTIVE DATE

- A. The parties ratify the terms and conditions of the Contract not inconsistent with this First Amendment, all of which are incorporated by reference as if set forth fully herein. This First Amendment modifies the sections of the Contract as identified herein. Where a section of the Original Contract is not identified, the terms as they appear in the Original Contract remain and apply.
- B. All references to this “Contract” in the Original Contract and this First Amendment mean and include both the Original Contract and this First Amendment.
- C. This First Amendment is effective as of the date the last party approves or executes it, as applicable (the “Effective Date”), and shall continue as otherwise provided in the Original Contract.

2. ASSIGNMENT

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

3. ORIGINAL CONTRACT SECTION 13. - NOTICE

Section 13. of the Original Contract, titled "Notices," is amended in its entirety to read as follows:

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

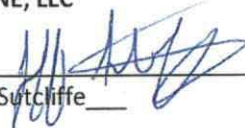
For Insituform Technologies, LLC
Insituform Technologies, LLC
Diane Partridge
580 Goddard Avenue
Chesterfield, MO
636-530-8000
dpartridge@aegion.com

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

(Signature pages to follow)

ASSIGNOR:

MILLER PIPELINE, LLC

By: 
Name: Jeff Sutcliffe
Title: CFO

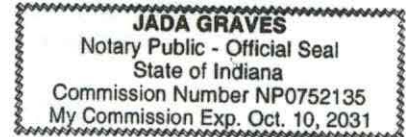
SWORN ACKNOWLEDGEMENT

STATE OF Indiana
COUNTY OF Marion

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 2nd day of January 2025 by Jeff Sutcliffe (name), as Chief Financial Officer (title) for Miller Pipeline, LLC (entity).


Notary Public

Personally Known OR Produced Identification
Type of Identification Produced _____



ASSIGNEE:

INSITUFORM TECHNOLOGIES, LLC

By: *Diane Partridge*

Name: Diane Partridge

Title: Contracting and Attesting Officer



SWORN ACKNOWLEDGEMENT

STATE OF MISSOURI
COUNTY OF ST. LOUIS

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 2nd day of January 2025 by Diane Partridge (name), as Contracting and Attesting Officer (title) for Insituform Technologies, LLC (entity).

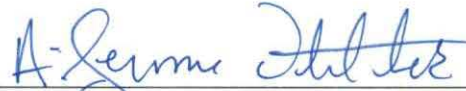
Jana Lause
Notary Public

Personally Known OR Produced Identification
Type of Identification Produced _____



Approved by the City Commission of the City of North Port, Florida on January 14, 2025.

CITY OF NORTH PORT, FLORIDA



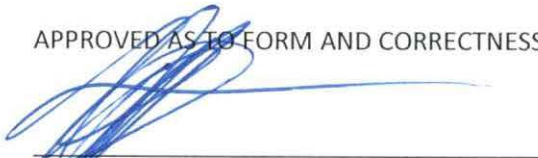
A. JEROME FLETCHER II, ICMA-CM, MPA
CITY MANAGER

ATTEST



HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS



MICHAEL GOLEN, CPM
INTERIM CITY ATTORNEY