

ASSIGNMENT OF CONTRACT

WHEREAS, the **City of Fort Lauderdale**, a Florida municipality, (“City”), and **Lanzo Trenchless Technologies, Inc.-South.**, a Florida corporation, now dissolved (“Assignor”), entered into a two-year Contract 466-11799-4 for Wastewater Conveyance System Long-Term Rehabilitation Program dated January 18, 2017, with three (3) additional one-year renewal options (hereinafter, “Agreement”); and

WHEREAS, pursuant to the terms and conditions of the Agreement, City and Assignor subsequently agreed to multiple renewals of the Agreement, with the current term scheduled to expire on October 14, 2022; and

WHEREAS, Assignor, having an interest in the Agreement, was voluntarily dissolved as a corporate entity on January 1, 2021, pursuant to the Written Consent and Resolution approved by its Board of Directors, and Assignor desires to wind up its corporate assets and liabilities, including assignment of its rights, duties, obligations, responsibilities and liabilities under the Agreement to Lanzo Construction Co., Florida, a Florida company (“Assignee”); and

WHEREAS, Section 607.1405(1), Florida Statutes, as amended, provides in part that a dissolved corporation may wind up and liquidate its business and affairs, including collecting its assets and discharging or making provision for discharging its liabilities; and

WHEREAS, the Agreement provides in part, “Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. “; and

WHEREAS, the Assignor and Assignee, propose the City consent to an assignment of the Agreement to the Assignee.

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by this reference.
2. For and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the written approval of this Assignment of Contract by the City, Assignor does hereby sell, assign, convey, and transfer to Assignee all of Assignor’s rights, duties, obligations, responsibilities, and liabilities under the Agreement, retroactive to January 1, 2021.
3. Subject to the written consent to this Assignment of Contract by the City, Assignee accepts the foregoing assignment, and Assignee assumes and agrees to

perform all of Assignor's duties, obligations, responsibilities, and liabilities under the Agreement.

IN WITNESS WHEREOF, Assignor and Assignee, by and through their respective authorized representatives, execute this Assignment of Contract as follows:

ASSIGNOR:

Lanzo Trenchless Technologies, Inc.-
South

WITNESSES:

Print Name:

Giuseppe D'Alessandro, Sr.
President

Print Name:

(Corporate Seal)

STATE OF _____
COUNTY OF _____

The foregoing Assignment of Contract was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2022, by Giuseppe D'Alessandro, Sr., as President for Lanzo Trenchless Technologies, Inc. - South, a Florida corporation, dissolved effective January 1, 2021.

(Signature of Notary Public – State of Florida)

(Print, Type or Stamp Commissioned Name of
Notary Public)

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

ASSIGNEE:

LANZO CONSTRUCTION CO.,
FLORIDA, a Florida Company

WITNESSES:

Signature

Print Name:

Signature

Print Name

Mathew P. Tilli
Vice President

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2022, by Mathew P. Tilli, as Vice President for LANZO CONSTRUCTION CO., FLORIDA, a Florida company.

(Signature of Notary Public – State of Florida)

(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known ____ OR Produced Identification ____
Type of Identification Produced _____

The City of Fort Lauderdale, a Florida municipality, by and through its undersigned Mayor and City Manager, does hereby _____ consent _____ does not consent to the foregoing Assignment of Contract.

ATTEST:

CITY OF FORT LAUDERDALE

By: _____
David R. Soloman, City Clerk

By: _____
Dean J. Trantalis, Mayor

By: _____
Christopher J. Lagerbloom, ICMA-CM
City Manager

Approved as to form:
ALAIN E. BOILEAU, CITY ATTORNEY

By: _____
Rhonda Montoya Hasan
Assistant City Attorney