

ASSUMPTION OF CONTRACT AND CONSENT TO ASSIGNMENT

WHEREAS, the City of Fort Lauderdale, a Florida municipality, ("City"), and Layne Inliner, LLC, formerly an Indiana limited liability company authorized to transact business in the State of Florida, ("Assignor"), entered into an Agreement for Wastewater Conveyance System Long-Term Rehabilitation, RFQ No. 466-11799, dated January 18, 2017, (the "Contract"); and

WHEREAS, due to its acquisition by Granite Construction Incorporated, Assignor underwent a name change to Granite Inliner, LLC, an Indiana limited liability company authorized to transact business in the State of Florida, ("Assignee").

WHEREAS, the Assignor assigns its interest in the Contract, in whole, to Assignee,

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

1. 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, and transfer to Assignee all of Assignor's rights, duties, obligations, responsibilities, and liabilities under the Contract.
2. Assignee accepts the foregoing assignment, and Assignee assumes and agrees to perform all of the Assignor's duties, obligations, responsibilities, under the Contract and Assignee assumes all of the Assignor's liabilities under the Contract.
3. The City consents to the assignment described in Paragraph 1.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES FOLLOW]

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

ASSIGNOR:

LAYNE INLINER, LLC

WITNESSES:

Signature

By: _____
Larry D. Purlee, President

Print Name

Signature

Print Name

(Seal)

STATE OF _____
COUNTY OF _____

The foregoing Assumption of Contract and Consent to Assignment was acknowledged before me this ____ day of _____, 2018, by Larry D. Purlee as former president for Layne Inliner, LLC, formerly an Indiana limited liability company authorized to transact business in the State of Florida.

Signature of Notary Public – State of _____

Print, Type or Stamp Commission Name of
Notary Public

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

ASSIGNEE:

Granite Inliner, LLC

Witnesses:

Signature

Print Name

Signature

Print Name

By: _____
Richard A. Watts, President

STATE OF _____
COUNTY OF _____

The foregoing Assumption of Contract and Consent to Assignment was acknowledged before me this ____ day of _____, 2018, by Richard A. Watts as president for Granite Inliner, LLC, an Indiana limited liability company authorized to transact business in the State of Florida.

Signature of Notary Public – State of _____

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 X consent _____ does not consent to the foregoing Assignment of Contract.

Lee R. Feldman, City Manager

ATTEST:

Jeffrey A. Modarelli, City Clerk

Approved as to Form:

By: _____
Assistant City Attorney