

## **ASSIGNMENT AND AMENDATORY AGREEMENT**

**THIS ASSIGNMENT AND AMENDATORY AGREEMENT** (“Assignment”) is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (hereinafter referred to as the “City”); **APEX DESIGN, PC**, a Colorado corporation, whose address is 1675 Larimer Street, Suite 400, Denver, Colorado 80202 (the “Contractor”), as defined in the original Agreement and in this document the “Assignor;” and **CONSOR ENGINEERS, LLC**, a Florida limited liability company doing business as **APEX DESIGN**, whose address is 15310 Park Row, Houston, TX 77084 (“Assignee”), jointly “the Parties” and individually a “Party.”

**WHEREAS**, the City and the Contractor entered into an Agreement dated June 10, 2020, to provide services (the “Agreement”); and

**WHEREAS**, the purpose of this Assignment is to replace Assignor under the Agreement and substitute Assignee to the extent provided for in this Assignment. In addition to the assignment of duties and obligations, the Parties now wish to modify the Agreement as set forth below.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and amend the Agreement as follows:

**1.** This Assignment shall not be valid or enforceable until fully executed by all Parties. The City shall not be bound to Assignee by any provision of this Assignment before the Assignment is fully executed and shall have no obligation to pay Assignee for any work or services performed or expense incurred under this Assignment either before or after the Assignment term. The Parties’ respective performances under this Assignment and the changes to the Agreement contained herein shall commence once the Assignment is duly executed and shall terminate on the termination of the Agreement. Upon the date this Assignment commences, Assignee shall perform all duties and fulfill all obligations of Assignor under the Agreement as if it were the original contractor, subject to the following provisions:

**1.1.** Assignor shall not be liable for any further performance of any duties or fulfillment of any obligations under the Agreement except to the extent Assignee fails to properly perform, in which event, Assignor, if Assignor still exists as an entity following this Assignment, shall correct such performance upon the City’s request;

**1.2.** This Assignment is incorporated by reference into the Agreement, and all prior

assignments or other modifications to the Agreement, if any, remain in full force and effect except as specifically modified in this Assignment; and

- 1.3.** Assignor hereby waives all rights and claims, known or unknown, it may have against the City, effective as of the execution of this Assignment. All payments and reimbursements previously made by the City to Assignor, and all other previous actions taken by the City under the Agreement, shall be considered to have discharged the City's obligations to Assignor thereunder. All payments made by the City after this Assignment is executed in the name of or to Assignor shall have the same force and effect as if made to Assignee and shall constitute a complete discharge of the City's obligations under the Agreement to the extent of the amount paid.
- 2.** The City hereby consents to the assignment of this Agreement between Assignor and Assignee subject to the provisions of this Assignment. Except as amended here, the Agreement is affirmed and ratified in each and every particular.
- 3.** This Assignment and Amendatory Agreement is not effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

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**Contract Control Number:**  
**Contractor Name:**

GENRL-202158111-01 [GENRL-201952379-01]  
APEX DESIGN, PC / CONSOR ENGINEERS, LLC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at  
Denver, Colorado as of:

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

GENRL-202158111-01 [GENRL-201952379-01]  
APEX DESIGN, PC

By: 

Name: Melissa Rosas  
(please print)

Title: President  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

**Contract Control Number:**  
**Contractor Name:**

GENRL-202158111-01 [GENRL-201952379-01]  
CONSOR ENGINEERS, LLC

By: 

Name: Melissa Rosas  
(please print)

Title: Senior Vice President  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)