



October 14, 2022

City of Pinellas Park
6250 82nd Avenue North
Pinellas Park, FL 33781

VIA EMAIL

RE: Internal Reorganization: Consent to Assignment of contracts listed in Exhibit I ("Contracts") to TranSystems Corporation d/b/a TranSystems Corporation Consultants ("Assignee").

To whom this may concern:

I am writing to inform you that TranSystems Corporation d/b/a TranSystems Corporation Consultants ("TranSystems") purchased SEPI Engineering & Construction, Inc., ("SEPI"), which effective September 20, 2022, has been merged into TranSystems (the "Transaction"). TranSystems now seeks to assume all of the rights and obligations of SEPI under all of the active Contracts between SEPI and City of Pinellas Park.

The Transaction has significantly expanded our capabilities and strengthens our collective ability to provide services to the City of Pinellas Park. As a valued client, we assure you that you will not see any change in your relationship with the professionals providing the services under the Contracts. There will be no changes in the project management team, project account, or project staff providing services under the Contracts as a result of the Transaction. The effect of the Transaction is that SEPI will cease to be a party to the Contracts and TranSystems will become a party to the Contracts, on the same terms and conditions as prior to the closing of the Transaction. Further, TranSystems has all qualifications and licensing to continue to provide the services under the Contracts.

Included with this letter is an *Assignment and Assumption Agreement with Novation* (the "Agreement") signed by both SEPI and TranSystems covering each of the Contracts listed in Exhibit I to the Agreement.

We understand these Contracts require your consent to any assignment and novation. We respectfully request that you consent to assignment and novation for the Contracts substituting TranSystems in place of SEPI. We are also including a W-9 for TranSystems which references TranSystems' FEIN and payment information, along with the insurance certificates for TranSystems as the Assignee. Any questions regarding payment information should be directed to Harriet Sutton at (816) 329-8700, or hmsutton@transystems.com.

We sincerely appreciate our business relationship and the opportunity to continue providing you with high-quality services. If you have any questions or need further information, please feel free to contact me at mjcavanaugh@transystems.com. Thank you for your consideration.



Sincerely,

A handwritten signature in blue ink, appearing to read "M. Cavanaugh", written over the printed name.

Michael J. Cavanaugh
SVP and General Counsel

enclosure(s):

- Assignment and Assumption Agreement with Novation
- Exhibit I – Complete List of Open Contracts
- Exhibit II
 - TranSystems W-9
 - Merger/Acquisition Verification (Articles of Merger)
 - Certificate of Authority
 - Certification of Insurance
 - ACH Instructions



ASSIGNMENT AND ASSUMPTION AGREEMENT WITH NOVATION

This Assignment and Assumption Agreement with Novation ("Agreement"), dated as of October 14, 2022 (the "Effective Date"), is entered into by and between SEPI Engineering & Construction, Inc., a North Carolina corporation ("Assignor"), City of Pinellas Park ("Client"), and TranSystems Corporation d/b/a TranSystems Corporation Consultants, a Missouri corporation, authorized to transact business in Florida ("Assignee"). Assignee's offices are located at 2400 Pershing Rd, Ste 400, Kansas City, MO 64108. Assignor, Assignee, and Client are individually referred to herein as "Party" or collectively as "Parties."

WHEREAS, Assignor and Assignee entered into a transaction effective September 20, 2022, whereby Assignee purchased Assignor ("Transaction");

WHEREAS, Assignor desires to assign to Assignee all of its rights and to delegate to Assignee all of its obligations under various service agreements as described on **Exhibit I** attached hereto (the "Contracts");

WHEREAS, the Assignor will cease to be a party to the Contracts and Assignee will become a party to the Contracts, on the same terms and conditions prior to the closing of the Transaction. Client will not see any change in the services provided as a result of the Transaction. There will be no changes in the project management team, project accounting, or project staff providing services under existing contracts as a result of the Transaction;

WHEREAS, the Client desires to release Assignor from its obligations under the Contracts and substitute Assignee as a party to the Contracts in Assignor's place; and

WHEREAS, Assignee desires to accept such assignment of rights and delegation of obligations under the Contracts.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set out herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor, Assignee, and Client agree as follows:

1. Assignment and Assumption.

1.1 Assignment. Assignor irrevocably assigns and transfers to Assignee all of Assignor's duties, rights, title, and interest in and to the Contracts.

1.2 Assumption. Assignee unconditionally accepts the assignment and transfer of Contracts and hereby totally assumes all of Assignor's rights, title interest, duties, obligations, and liabilities thereunder.

1.3 Payment. All monies due under the Contracts with respect to the services performed prior and after the Effective Date shall be paid to Assignee.

1.4 Management. All internal company management teams, project accounting, and project staff providing services to Client will not be affected by this Agreement.

1.5 Consent. Client hereby consents to the Transaction.

2. Novation. The parties intend that this Agreement is a novation and that the Assignee be substituted for the Assignor. Client recognizes Assignee as Assignor's successor-in-interest in and to the Contracts. Assignee by this Agreement becomes entitled to all right, title and interest of Assignor in and to the Contracts in as much as Assignee is the substituted party to the Contracts as of and after the Effective Date. Client and Assignee shall be bound by the terms of the Contracts in every way as if Assignee is named in the novated Contracts in place of Assignor as a party thereto.

3. Miscellaneous.

3.1 Further Assurances. On the other party's reasonable request, each party shall, at its sole cost and expense, execute and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to this Agreement.

3.2 Notices. Each party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "**Notice**") in writing and addressed to the other party at its address on record with the Assignee. Each party shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees pre-paid), e-mail, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

3.3 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability does not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

3.4 Entire Agreement. This Agreement, together with all related exhibits, is the sole and entire agreement of the parties to this Agreement regarding the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

3.5 Amendment and Modification. No amendment to this Agreement is effective unless it is in writing, identified as an amendment to this Agreement and signed by an authorized representative of each party to this Agreement.

3.6 Waiver. No waiver under this Agreement is effective unless it is in writing and signed by an authorized representative of the party waiving its right. Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated, and does not operate as a waiver on any future occasion. None of the following is a waiver or estoppel of any right, remedy, power, privilege, or condition arising from this Agreement: (i) any failure or delay in exercising any right,

remedy, power, or privilege or in enforcing any condition under this Agreement; or (ii) any act, omission, or course of dealing between the parties.

3.7 Cumulative Remedies. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties or otherwise. Despite the previous sentence, the parties intend that Indemnified Party's rights under Section 6 are its exclusive remedies for the events specified therein.

3.8 Choice of Law. This Agreement and exhibits attached hereto, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Florida, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Florida.

3.9 WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS AND SCHEDULES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY ABOUT ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS OR SCHEDULES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

3.10 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together is deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the Effective Date first shown.

ASSIGNOR:

SEPI Engineering & Construction, Inc

ASSIGNEE:

TranSystems Corporation

Date: 10-14-2022

Date: 10-14.2022

Signature: 

Signature: 

Name: Steven L. Thomas

Name: Michael J. Cavanaugh

Title: VP and COO

Title: SVP and General Counsel

Client hereby acknowledges the assignment of Contracts from Assignor to Assignee as described above.

CLIENT: City of Pinellas Park

Signature: _____ Date: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Name: _____ Title: _____

EXHIBIT I
CONTRACTS

The following list of Contracts are hereby assigned from Assignor to Assignee, as of the Effective Date first shown.

Assignee is approved and pre-qualified to take over the Contracts.

Client Contract Number or Stand-Alone PO Number	Project Name	Project Number	Contract Date
RFP 18/012	Continuing Contract Engineering & Architectural Consultant Services		06.17.2019
Task Order 12/2020	Pinebrook Parking Lot and Tennis Court Relocation		08.27.2020
Task Order 09/2022	Freedom Lake Stormwater Improvement and Trail Project		12.08.2022

The taxpayer ID for the Assignee is 43-0839725.

Attached Documentation:

- TranSystems W-9
- Consultant Information Form
- Merger/Acquisition Verification (Articles of Merger)
- Copy of State Vendor Registration
- Certification of Insurance
- ACH Instructions

The Assignee is covered under the same insurance policy as Assignor which remain(s) in full force and effect. The certifications of insurance will be issued by the Assignee.

CONSULTANT INFORMATION FORM

N/A

TRANSYSTEMS SUBSTITUTE W9

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. TranSystems Corporation d/b/a TranSystems Corporation Consultants	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 2400 Pershing Road, Suite 400	Requester's name and address (optional)
6 City, state, and ZIP code Kansas City, MO 64108	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-						
or									
Employer identification number									
4	3		-	0	8	3	9	7	2 5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Julie Nguyen

Date ► 1/3/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

MERGER/ACQUISITION VERIFICATION

**State of North Carolina
Department of the Secretary of State**

SOSID: 0325524
Date Filed: 9/20/2022 12:48:00 PM
Elaine F. Marshall
North Carolina Secretary of State
C2022 263 00737

ARTICLES OF MERGER

Pursuant to North Carolina General Statute Sections 55-11-05(a), 55-11-12, 55A-11-09(d), 55A-11-04, 57D-9-42, 59-73.32(a) and 59-1072(a), as applicable, the undersigned entity does hereby submit the following Articles of Merger as the surviving business entity in a merger between two or more business entities.

1. The name of the surviving entity is TranSystems Corporation, a *(check one)*
☒ corporation, ☐ nonprofit corporation, ☐ professional corporation, ☐ limited liability company,
☐ limited partnership, ☐ partnership, ☐ limited liability partnership organized under the laws of
Missouri *(state or country)*.

2. The address of the surviving entity is:

Street Address: 2400 Pershing Road City: Kansas City

State: Missouri Zip Code: 64108 County: Jackson

(a) (Complete only if the surviving business entity is a foreign business entity that is not authorized to transact business or conduct affairs in North Carolina.) The mailing address of the surviving foreign business entity is:

Street Address: _____ City: _____

State: _____ Zip Code: _____ County: _____

The Surviving foreign business entity will file a statement of any subsequent change in its mailing address with the North Carolina Secretary of State.

3. For each merging entity: *(if more than one, complete on separate sheet and attach.)*

The name of the merged entity is SEPI Engineering & Construction, Inc., a *(check one)*

☐ corporation, ☐ nonprofit corporation, ☒ professional corporation, ☐ limited liability company,
☐ limited partnership, ☐ partnership, ☐ limited liability partnership organized under the laws of

North Carolina *(state or country)*.

The mailing address of each merging entity is: *(if more than one, complete on separate sheet and attach)*

Street Address: 1 Glenwood Avenue City: Raleigh

State: North Carolina Zip Code: 27603 County: Wake

4. If the surviving business entity is a domestic business entity, the text of each amendment, if any, to the Articles of Incorporation, Articles of Organization, or Certificate of Limited Partnership within the Plan of Merger is attached.

5. A Plan of Merger has been duly approved in the manner required by law by each of the business entities participating in the merger.

Provide the information in Items 6 and 7 below for a merger between a parent unincorporated entity and a subsidiary corporation or corporations. (§55-11-12)

6. The terms and conditions of the merger are attached. (§55-11-12 mergers only)
7. Information concerning the manner and basis of converting the interests in each merging business entity into interests, obligations, or securities of the surviving business entity, or into cash or other property in whole or in part, or of cancelling the interests is attached. (§55-11-12 mergers only)
8. These articles will be effective upon filing unless a delayed date and/or time is specified _____.

This the 20 day of September, 2022.

TranSystems Corporation

DocuSigned by: *Name of Entity*

Patrick Knise

#1688F632B0C4CA

Signature

Patrick Knise, Vice President

Type or Print Name and Title

NOTES:

1. Filing fee is \$50 for For-profit entities.
2. Filing fee is \$25 when the surviving business entity is a Non-profit corporation.
3. This document must be filed with the Secretary of State. Certificate(s) of Merger must be registered pursuant to the requirements of N.C.G.S. Section 47-18.1



**NORTH CAROLINA BOARD OF EXAMINERS
FOR ENGINEERS AND SURVEYORS**

4601 Six Forks Rd Suite 310
Raleigh, North Carolina 27609

CERTIFICATE OF NON-OBJECTION

with

SECRETARY OF STATE

for a

MERGER OF TWO ENTITIES

[For professions other than engineering and land surveying, obtain *Certificate(s)* from appropriate Licensing Board(s).]

TO: Office of the Secretary of State
300 North Salisbury Street
Raleigh, North Carolina 27603-5909

FROM: North Carolina Board of Examiners for Engineers and Surveyors

The Officers and Directors of *SEPI Engineering & Construction, Inc. (C-2197)* and *TranSystems Corporation (F-0453)* have notified the North Carolina Board of Examiners for Engineers and Surveyors of their plan to merge the two entities and for the surviving entity to be:

TranSystems Corporation

The surviving entity is exempt from the provisions of the North Carolina *Professional Corporation Act*, Chapter 55B of the General Statutes, pursuant to §55B-15. However, the corporation is required to maintain licensure with the NC Board of Examiners for Engineers and Surveyors.

Ownership of the firm are not restricted. The corporation remains compliant to be licensed with the North Carolina Board of Examiners for Engineers and Surveyors pursuant to §89C-24 after the merger to practice *engineering and land surveying*.

This Certificate of approval is executed under the authority of the North Carolina Board of Examiners for Engineers and Surveyors, this 20th day of September 2022.



Andrew L. Ritter
Executive Director

Telephone
(919) 791-2000

FAX
(919) 670-3606

EMAIL Address
ncbels@ncbels.org

WEB Site
www.ncbels.org



NORTH CAROLINA BOARD OF LANDSCAPE ARCHITECTS

P.O. Drawer 41225 • Raleigh, NC 27629-1225 • 919-850-9088

Barbara.Geiger@ncbola.org • www.ncbola.org

COUNTY OF WAKE

STATE OF NORTH CAROLINA

CERTIFICATION

TRANSYSTEMS CORPORATION

has submitted a properly executed application for a corporate certificate of registration to the North Carolina Board of Landscape Architects. The Board has determined that the application is valid and that the firm is exempt from the requirements of General Statute 55B, insofar as the Board can determine as the firm was organized as a legal entity prior to 1969.

The individuals hereinafter named have been duly registered in accordance with the provisions of Chapter 89A of the General Statutes of North Carolina entitled "Landscape Architects".

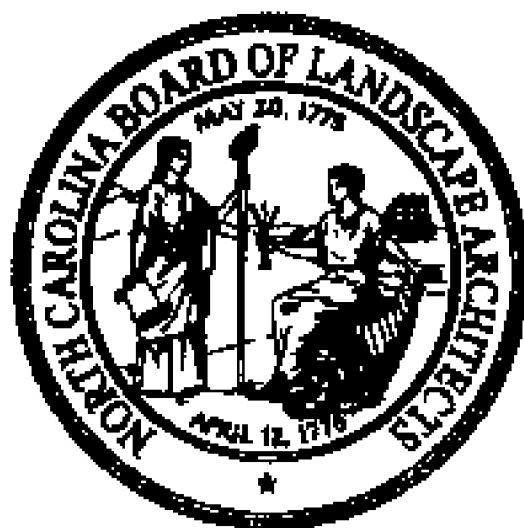
JAEEL ESTHER WAGONER

2150

The above named individual(s) hold a current certificate of registration entitling them to use the title of "Landscape Architect" and to practice Landscape Architecture in the State of North Carolina.

The undersigned official representative of the NORTH CAROLINA BOARD OF LANDSCAPE ARCHITECTS does hereby certify that all of the above facts are true and accurate to the best of his knowledge.

Given in office in Raleigh, North Carolina, this day, 09/13/2022



Barbara U. Geiger

Barbara U. Geiger
Board Administrator
NORTH CAROLINA BOARD
OF LANDSCAPE ARCHITECTS

STATE VENDOR REGISTRATION

State of Florida

Department of State

I certify from the records of this office that TRANSYSTEMS CORPORATION CONSULTANTS is a Missouri corporation authorized to transact business in the State of Florida, qualified on November 2, 1995.


The document number of this corporation is F95000005361.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on September 23, 2022, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Nineteenth day of October,
2022*




Secretary of State

Tracking Number: 3109351023CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

CERTIFICATION OF INSURANCE

(General, Commercial, Auto, Drone, and Professional Liability certificates attached separately)

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

10/31/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 8000 Norman Center Dr, Suite 400 Bloomington, MN 55437 612 509-1001	CONTACT NAME: Karen Berkey PHONE (A/C, No, Ext): 262-439-4700 FAX (A/C, No): E-MAIL ADDRESS: Karen.Berkey@usi.com														
INSURED TranSystems Corporation/SEPI Engineering & Construction, Inc. 2400 Pershing Road, Suite 400 Kansas City, MO 64108	<table border="1"> <tr> <th data-bbox="816 426 1437 453">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1437 426 1572 453">NAIC #</th> </tr> <tr> <td data-bbox="816 453 1437 485">INSURER A : Zurich American Insurance Company</td> <td data-bbox="1437 453 1572 485">16535</td> </tr> <tr> <td data-bbox="816 485 1437 516">INSURER B :</td> <td data-bbox="1437 485 1572 516"></td> </tr> <tr> <td data-bbox="816 516 1437 548">INSURER C :</td> <td data-bbox="1437 516 1572 548"></td> </tr> <tr> <td data-bbox="816 548 1437 579">INSURER D :</td> <td data-bbox="1437 548 1572 579"></td> </tr> <tr> <td data-bbox="816 579 1437 611">INSURER E :</td> <td data-bbox="1437 579 1572 611"></td> </tr> <tr> <td data-bbox="816 611 1437 634">INSURER F :</td> <td data-bbox="1437 611 1572 634"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Company	16535	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Zurich American Insurance Company	16535														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC790204602	10/01/2022	10/01/2023	X <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$1,000,000 E.I. DISEASE - EA EMPLOYEE \$1,000,000 E.I. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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DESCRIPTIONS (Continued from Page 1)

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RE: RFP 18/1012 - Task order #012/2020 - Civil/Site Engineering & Permitting Pinebrook Park Parking Lot and Relocation of Tennis Courts.

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DATE (MM/DD/YYYY)

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AUTHORIZED REPRESENTATIVE



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RE: RFP 18/012 - Task order 014/2020 legal descriptions & sketch for the city limits of Pinellas Park.

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RE: Project #19/282 - RFP 18/012 Continuing Contract Engineering & Architectural Consultant Services.

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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC790204602	10/01/2022	10/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$1,000,000 E.I. DISEASE - EA EMPLOYEE \$1,000,000 E.I. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

FOLLOWING ENDORSEMENTS APPLY TO THE NAMES/PROJECTS/EVENTS LISTED BELOW ONLY IF REQUIRED BY WRITTEN CONTRACT OR AGREEMENT: Workers Compensation: UWC3083-A Broad Form Named Insured Endorsement; WC0003-13 Blanket Waiver of Rights to Recover from Others, except for TX & CA; WC040306-CA-Waiver of Rights to Recover from Others; WC420304B-TX-Waiver of our Right to Recover from Others Coverage; UWC198-C Foreign Voluntary Comp & Employers Liability Coverage Endorsement; WC0003 01A Alternate Employer Endorsement. The additional insured (See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

City of Pinellas Park 5141 - 78th Ave. N Pinellas Park, FL 33781	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (Continued from Page 1)

and waiver of subrogation coverages indicated by the box(es) checked above are provided by the forms listed that only extend coverage if required of the insured by a written contract or agreement. All States coverage except in ND, OH, WA and WY.

RE: Project #19/282 - RFP 18/012 Continuing Contract Engineering & Architectural Consultant Services.

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

10/06/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 8000 Norman Center Dr, Suite 400 Bloomington, MN 55437 612 509-1001	CONTACT NAME: Karen Berkey PHONE (A/C, No, Ext): 262-439-4700 FAX (A/C, No): E-MAIL ADDRESS: Karen.Berkey@usi.com																					
INSURED TranSystems Corporation/SEPI Engineering & Construction, Inc. 2400 Pershing Road, Suite 400 Kansas City, MO 64108	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td colspan="2">INSURER A : Zurich American Insurance Company</td><td>16535</td></tr> <tr> <td colspan="2">INSURER B :</td><td></td></tr> <tr> <td colspan="2">INSURER C :</td><td></td></tr> <tr> <td colspan="2">INSURER D :</td><td></td></tr> <tr> <td colspan="2">INSURER E :</td><td></td></tr> <tr> <td colspan="2">INSURER F :</td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Zurich American Insurance Company		16535	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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DESCRIPTIONS (Continued from Page 1)

and waiver of subrogation coverages indicated by the box(es) checked above are provided by the forms listed that only extend coverage if required of the insured by a written contract or agreement. All States coverage except in ND, OH, WA and WY.

Project Number: TBD

Project Name: Freedom Lake Pipe Replacement Phase 2

ACH INSTRUCTIONS



BMO Harris Bank
111 West Monroe Street
Chicago, IL 60603

February 4, 2022

To Whom It May Concern:

RE: TranSystems Corporation

BMO Harris Bank is delighted to confirm that you or your trading partners may use the following payment instructions when sending electronic wire or ACH payments to the account below.

Name of Account TranSystems Corporation
ABA Number 071000288
Account Number 4230579
Bank Name BMO Harris Bank
Bank location: 111 West Monroe
 Chicago, IL 60603

Thank you in advance for your cooperation regarding this matter. Should you have any questions, please contact me directly at 312-461-5795.

Sincerely,

A handwritten signature in black ink, appearing to be "SB" followed by a stylized flourish.

Sabina Bednorz-Widelak
Senior Associate/AVP

City of
PINELLAS PARK

5141 78TH AVE. • P.O. BOX 1100
PINELLAS PARK, FL 33780-1100



FLORIDA

PHONE • (727) 369-0700
FAX • (727) 544-7448

Please Respond To:

City Attorney's Office
Lauren C. Rubenstein
James W. Denhardt
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile

February 16, 2023

Mr. Jeff Roberts
Purchasing Coordinator
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

**RE: City Documents #23-025 and #23-032
SEPI/TranSystems – Assignment and Assumption Agreement with
Novation; Task Order 03.2023 - 92nd Avenue Sanitary Sewer Force Main**

Dear Mr. Roberts:

Our office has received and reviewed the above-referenced Novation along with the Task Order for 92nd Avenue Sanitary Sewer Force Main with Compass Engineering & Surveying, Inc. d/b/a Deuel & Associates, a division of TranSystems Corporation d/b/a TranSystems Corporation Consultants.

The cover letter from TranSystems and the corresponding Novation provide that TranSystems Corporation d/b/a TranSystems Corporation Consultants ("TranSystems") purchased SEPI Engineering & Construction, Inc. ("SEPI"), of which Deuel & Associates was a part of, on September 20, 2022. TranSystems now seeks to assume all rights and obligations of SEPI under the active Contracts between SEPI and the City, including RFP 18-012/Task Order 03.2023. As such, all documents in the Task Order, including the Indemnification and Hold Harmless Agreement, will need to be updated to replace "Compass Engineering & Surveying, Inc. dba Deuel & Associates, a division of TranSystems Corporation dba TranSystems Corporation Consultants" with "TranSystems Corporation d/b/a TranSystems Corporation Consultants."

As we discussed on the telephone today, the Novation will first need to be approved by City Council before coming into effect. At that same meeting, Task Order 03.2023, with its above-mentioned changes, may also be approved, assuming the Novation is in fact approved by City Council.



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Mr. Jeff Roberts
February 16, 2023
Page 2

Once the above-mentioned changes have been incorporated into the Task Order, and assuming the proper approval procedures are followed, our office would approve of both the Novation and the Task Order as to form and correctness.

Very truly yours,

A handwritten signature in black ink, appearing to read "Lauren C. Rubenstein". The signature is fluid and cursive, with a long horizontal stroke at the end.

Lauren C. Rubenstein
City Attorney

cc: Bart Diebold, City Manager
Diane M. Corna, MMC, City Clerk
Chief Michael Haworth, Asst. City Manager
Kelly Schrader, Finance Administrator
Gary Moskaluk, Purchasing Director
Kyle Arrison, Project Manager

LCR/pl

23-032.02152023.LJR.Task Order 03.2023 92nd Ave Sewer.wpd