

## **ASSIGNMENT, ASSUMPTION, AND CONSENT**

This Assignment, Assumption, and Consent ("Assignment") is effective as of the **20<sup>th</sup>** day of **December, 2018** ("Effective Date") by and among, the **DETROIT BUILDING AUTHORITY**, a public authority and body corporate organized and existing under the authority of Act 31, Public Acts of Michigan (First Extra Session), as amended, located at 1301 Third Street, Suite 328, Detroit, Michigan 48226 (herein called the "Company"), **BORTA QOE CONSULTING, PLC d/b/a QOE CONSULTING**, a Michigan public limited company, located at 11449 Conner, Detroit, Michigan 48213 (herein called the "Assignor") and **PREIN AND NEWHOF, INC.**, a Michigan corporation, located at 3355 Evergreen Drive NE, Grand Rapids, MI 49525 (herein called the "Assignee").

### **BACKGROUND**

1. Company and Assignor entered into a Professional Services Agreement, dated August 2, 2017 ("Agreement") to provide engineering and design consulting services for the rehabilitation of Runway 15-33 at the Coleman A. Young International Airport ("Project");

2. On October 18, 2018, the Agreement was amended to include construction engineering services as provided in Amendment No. 1 ("Amendment 1");

3. Assignee is purchasing Assignor with an anticipated effective date of January 1, 2019;

4. Assignee shall complete the remaining services on the Project per the terms provided under the Agreement and Amendment 1 (Exhibit A);

5. Assignor desires to assign all the rights, obligations and liabilities under the Agreement and Amendment 1 to Assignee;

6. Assignee desires to accept and assume all the rights, obligations and liabilities of Assignor under the Agreement and Amendment 1; and

7. Company desires to consent to such assignment, acceptance and assumption.

### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants and

agreements set forth herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. Assignor and Company acknowledge that the documents attached as Exhibit A are a true and complete copy of the Agreement and Amendment 1.

2. Assignor hereby assigns to Assignee and Assignee hereby accepts and assumes all of Assignor's rights, obligations and liabilities under the Agreement and Amendment 1.

3. Company hereby consents to the foregoing assignment and assumption of rights.

4. To the best of Company and Assignor's knowledge, neither are in default under the Agreement or Amendment 1.

5. Assignee shall provide Company proof of insurance requirements as provided in the Agreement and Amendment 1 with an effective date of January 1, 2019, or the effective closing date should the sale be delayed.

6. Assignor shall maintain insurance as required under the Agreement until January 1, 2019, or the effective closing date should the sale be delayed.

7. After the closing date, Assignor shall maintain a professional liability extended policy "Tail Policy" until December 31, 2019.

8. Assignee represents and warrants to Company that it:

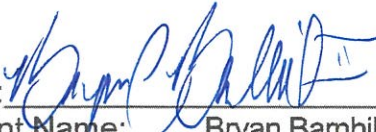

- a. is duly organized, validly existing and in good standing under the laws of the State of Michigan and is duly authorized to do business in the State of Michigan;
- b. has all requisite power to enter into this Agreement and Amendment 1 and to carry out and perform its obligations thereunder;
- c. has not been debarred by either the Federal, State or any local unit of government from providing services, nor is it currently the subject of any debarment or similar proceedings;
- d. has no record of violation of any Federal, State or local government's procurement, contracting or ethics rules;
- e. has disclosed in writing any existing conflicts of interest involving the DBA, and/or the City of Detroit and that it will disclose in writing to the DBA any conflicts that arise during the term of this Agreement;
- f. will perform services in a diligent manner in accordance with industry practices, by individuals of suitable training and skill;



- g. shall perform all actions and services in full compliance with all applicable federal, state and local laws, rules, regulations and standards, including all laws applicable to DBA and/or the City of Detroit operations; and
- h. has and will maintain all licenses, permits, authorizations and approvals necessary for the lawful conduct of its business.

9. The Assignment and any actions arising out of or relating to this Assignment shall be governed by and construed and interpreted in accordance with the laws of the state of Michigan and without regard to the conflict of law provisions thereof.

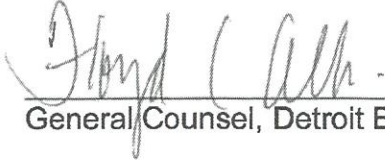
**IN WITNESS WHEREOF** the parties hereto have executed this Assignment as of the Effective Date set forth above.

**DETROIT BUILDING AUTHORITY**

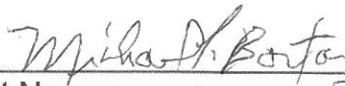
By:   
 Print Name: Bryan Barnhill, II  
 Title: Chairman  
 Date: 12.20.18 

By:   
 Print Name: Christopher T. Jackson  
 Its: Treasurer  
 Date: 12.20.18 


**APPROVED AS TO FORM**

  
 General Counsel, Detroit Building Authority

**QoE CONSULTING**

By:   
 Print Name: MICHAEL L. BORTA  
 Title: OWNER/MANAGER  
 Date: 1-17-19

**PREITN & NEWHOF, INC.**

By:   
 Print Name: Christopher J. Cruickshank  
 Title: Corporate Secretary  
 Date: 01/17/19