



Master Assignment Agreement

This Master Assignment Agreement is made and entered into effective _____ (“Effective Date”), by and between Marin Municipal Water District (“Client”), Park Engineering, Inc. (“Assignor”), and Conсор PMCM, Inc. (“Assignee”).

Recitals

WHEREAS, Client has entered into certain contracts and agreements for professional services with Assignor including, but not limited to, those active contracts and agreements listed on “Appendix 1” which is incorporated into this Agreement by reference. The term “Contracts,” as used in this Agreement, means the above referenced Contracts and all other contracts, price agreements, work order contracts and purchase orders, including all amendments and modifications, made between Client and the Assignor before the effective date of this Agreement (whether or not performance and payment have been completed);

WHEREAS, Assignor and Assignee exist and operate under common ownership and control;

WHEREAS, Assignor assigned its employees to Assignee;

WHEREAS, as of the effective date of this Master Assignment Agreement, Assignor shall assign and transfer its projects and contracts to Assignee (the “Assignment”), and Assignee does agree to accept all rights and obligations for the express benefit of Client in connection with the Contracts and does seek Client’s consent to the Assignment;

WHEREAS, Client does agree to approve the Assignment.

Agreement


NOW, THEREFORE, in consideration of the mutual covenants contained herein, Client, Assignor, and Assignee hereby covenant and agree as follows on the Effective Date:

- (1) Assignor hereby assigns to Assignee all of its rights, duties, liabilities, and obligations as set forth in the Contracts, incorporated herein by reference.
- (2) For the express benefit of Client, Assignee hereby agrees to assume, perform, and discharge all duties, liabilities, and obligations of Assignor as set forth in the Contracts.
- (3) The Contracts, as amended, are unaffected by the assignment and remain in full force and effect.


- (4) Assignee has provided or shall provide to Client new insurance certificates in compliance with all existing Contract provisions (and bonds and other required documentation as applicable and specified by Clients) issued in Assignee's name or its parent company's name.
- (5) Without executing separate amendments for all the Contracts, the Contracts are hereby amended by replacing the name of Assignor with the name of Assignee wherever it appears in the Contracts.
- (6) Client hereby approves the assignment of the Contracts from Assignor to Assignee.
- (7) All notices to Assignor or Assignee may be made to the address shown above, with cc to legal@consoreng.com.

IN WITNESS WHEREOF, the Client, Assignor, and Assignee have each caused this Master Assignment Agreement to be executed by their duly elected and authorized officers as of the effective date written above.

ASSIGNOR

Signed by:

86B16C7B8A40495...
Park Engineering, Inc.
By: Jaemin Park
Its: President

ASSIGNEE

Signed by:

774B42A8CD884E6...
Conсор PMCM, Inc.
By: Matthew Cass
Its: Senior Vice President, Secretary

CONSENT BY:

Marin Municipal Water District
By: Bennett Horenstein
Its: General Manager

Appendix 1

Contract Name	Client Number	Conсор Project Number
Misc. Agreement No. 6406 "Pine Mountain Tunnel Phase II Project"	6406	P250021CA.00