



Master Assignment Agreement

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

Recitals

WHEREAS, Client has entered into certain contracts and agreements (“Contracts”) 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 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 desires to shift its rights and obligations pursuant to the Contracts to Assignee, and Assignee seeks to assume those rights and obligations;

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

WHEREAS, Client does agree to approve the Assignment.

Agreement

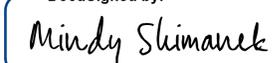
NOW, THEREFORE, in consideration of the mutual covenants contained herein, Client, Assignor, and Assignee hereby covenant and agree as follows:

- (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) 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 (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 necessarily 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

DocuSigned by:

796A4D0F8EBD4B2...

By: Mindy Shimanek
Its: Executive Vice President

ASSIGNEE

DocuSigned by:

796A4D0F8EBD4B2...

By: Mindy Shimanek
Its: Executive Vice President

CONSENT BY:

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

Appendix 1

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