

ASSIGNMENT & ASSUMPTION OF CONTRACT

This Assignment and Assumption of Contract and Consent ("Assignment and Consent") is entered into as of _____, 2022, by and between WRECO, a California corporation ("Assignor"), and HDR Engineering, Inc., a Nebraska corporation ("Assignee").

RECITALS

A. Assignor and Contra Costa County Flood Control and Water Conservation District ("District") entered into that certain Consulting Services Agreement, dated August 19, 2019 (the "Agreement"), between Assignor and District for Assignor to provide on-call fluvial geomorphology assessment to District and District make payment therefor, and

B. Pursuant to the Agreement, Assignor performs on-call fluvial geomorphology assessment services for the District, and

C. Pursuant to that certain First Amendment to the Agreement, effective August 19, 2022 (the "Effective Date"), the term of the Agreement has been extended for one year to August 18, 2023; and

D. On July 30, 2021, Assignor and Assignor's sole shareholder sold One Hundred Percent (100%) of its stock to Assignee, and

E. Assignor and Assignee desire that Assignee assume the consultant obligations under the Agreement, and

F. District desires to consent to Assignor's assignment of its rights and obligations under the Agreement to Assignee, and to Assignee's assumption of Assignor's rights and obligations under the Agreement, and to agree to Assignee becoming its counterparty under the Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment of Agreement. As of the Effective Date, Assignor hereby transfers, assigns and conveys all of Assignor's right, title and interest in, to and under the Agreement to Assignee.

2. Assumption of Agreement.

a. Assumption. As of the Effective Date, Assignee hereby accepts, assumes and agrees to perform, fulfill and comply with all covenants and obligations to be performed, fulfilled or complied with by Consultant (as defined in the Agreement) accruing on and after the Effective Date, and confirms that as of the Effective Date it shall be deemed a party to the Agreement and agrees to be

bound by all of the terms of the Agreement and to undertake all the obligations of Consultant contained therein.

- b. References in Agreement. Assignee hereby agrees that all references in the Agreement to “Consultant” shall be deemed references to Assignee.
- c. Receipt of Agreement. Assignee hereby acknowledges and confirms that it has received a complete executed copy of the Agreement.

3. Proposed Amendment. Upon receipt of a fully-executed copy of this Assignment and Consent, District will prepare an amendment to the Agreement, which will replace: (a) Page 1 of the Basic Terms of the Agreement with a revised Page 1 reflecting the new Consultant information at Section 1(b) and Section 1(b)(i)-(iii) and (b) the rates table in Section A of Attachment 1 to Appendix B to the Agreement with the rates table attached hereto as Exhibit A.

4. Insurance; Further Assurances. As of the date hereof, Assignee and District acknowledge that Assignee has provided District with evidence of insurance as required by the Agreement. Each party to this Assignment and Consent shall execute and deliver such instruments, documents and other written information and take such other actions as the other party may reasonably require in order to carry out the intent of this Assignment and Consent.

5. Notices. Unless otherwise notified by Assignee, copies of any notices to be provided pursuant to the Agreement shall be sent to Assignee at the following address:

HDR Engineering, Inc.
1243 Alpine Road, Suite 108
Walnut Creek, CA 94596

6. Binding Effect. This Assignment and Consent shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

7. Entire Agreement. This Assignment and Consent shall constitute the entire agreement between the parties hereto with respect to the subject matter of this Assignment and Consent and supersedes all prior agreements, understandings, negotiations, representations, and discussions, whether verbal or written, of the parties, pertaining to that subject matter.

8. Governing Law; Venue. This Assignment and Consent shall be governed by and be construed in accordance with the laws of the State of California. Venue for any matter related to this Assignment and Consent shall be in the Superior Court of Contra Costa County, California.

9. Counterparts. This Assignment and Consent may be executed in several counterparts and all such executed counterparts shall constitute one document, binding on all of the parties hereto, notwithstanding that all of the parties hereto are not signatories to the original or to the same counterpart.

Signatures appear on following page.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Consent as of the date first set forth above.

ASSIGNOR

ASSIGNEE

WRECO

HDR ENGINEERING, INC.

By _____
Name Han Bin Ling
Title Vice President

By _____
Name Harold E. Lewis
Title Sr. Vice President

Acknowledged and Agreed:

Contra Costa County Flood Control and Water Conservation District

By: _____
Name: Brian M. Balbas
Title: Chief Engineer

EXHIBIT A

Updated Rates Table

(See attached).