

1                                   AGREEMENT FOR ASSIGNMENT OF RIGHTS  
2                                   AND DELEGATION OF DUTIES UNDER AGREEMENT NO. 14-668-1

3           This Agreement for Assignment of Rights and Delegation of Duties (“Assignment”) is made and  
4 entered into this   25th   day of February, 2020, by and between County of Fresno, a political  
5 subdivision of the State of California (hereinafter called “COUNTY”), Drake Haglan & Associates, Inc.  
6 (hereinafter called “ASSIGNOR”) and Dewberry Engineers Inc., DBA Dewberry | Drake Haglan  
7 (hereinafter called “ASSIGNEE”):

8           A.     WHEREAS, COUNTY and ASSIGNOR entered into Agreement No. 14-688, dated  
9 October 28, 2014 for ASSIGNOR to provide Engineering Design Services for the Little Dry Creek  
10 Bridge Replacement (4 Bridges on Millerton Road) project (hereinafter called SUBJECT  
11 AGREEMENT); and

12           B.     WHEREAS, section XXXIII of SUBJECT AGREEMENT allows for assignment thereof by  
13 ASSIGNOR with written consent of COUNTY.

14           C.     WHEREAS, the ASSIGNOR has been purchased and has become a wholly owned  
15 subsidiary of the ASSIGNEE on September 27, 2019; and

16           D.     WHEREAS, ASSIGNOR wishes to assign, transfer and delegate all of its rights, benefits,  
17 responsibilities and obligations under SUBJECT AGREEMENT to ASSIGNEE, and

18           E.     WHEREAS ASSIGNEE represents that it is qualified to accept the assignment of rights  
19 and delegation of obligations of ASSIGNOR under SUBJECT AGREEMENT and agrees to each term  
20 and condition of SUBJECT AGREEMENT; and

21           F.     WHEREAS, ASSIGNOR represents that it does not have any claims against COUNTY,  
22 including claims for payments due.

23           NOW, THEREFORE, the parties hereby agree as follows:

24   1.   ASSIGNMENT:

25           ASSIGNOR hereby assigns to ASSIGNEE all of ASSIGNOR’s rights and interests in and to  
26 SUBJECT AGREEMENT, and further delegates to ASSIGNEE all of ASSIGNOR’s duties, obligations of  
27 performance, and liabilities under the SUBJECT AGREEMENT.

28   2.   ACCEPTANCE:

1 A. ASSIGNEE hereby accepts from ASSIGNOR such assignment of the SUBJECT  
2 AGREEMENT,  
3 B. ASSIGNEE agrees, as a direct obligation to COUNTY and without qualification or  
4 reservation of rights, to perform each and every one of ASSIGNOR's obligations and  
5 responsibilities under the SUBJECT AGREEMENT as though ASSIGNEE was the signatory  
6 party to the Agreement in lieu of ASSIGNOR. As such, ASSIGNEE agrees that its liability  
7 under the SUBJECT AGREEMENT shall include liability accruing as a result of  
8 ASSIGNOR's, as well as ASSIGNEE's, performance or failure to perform its obligations  
9 under the SUBJECT AGREEMENT. By its acceptance of said obligations of ASSIGNOR  
10 under the SUBJECT AGREEMENT, ASSIGNEE further agrees to hold ASSIGNOR  
11 harmless from any liability for performance or nonperformance of such obligations, from and  
12 after the effective date of this assignment throughout the remaining term of the SUBJECT  
13 AGREEMENT.

14 3. AUTHORIZATION:

15 Each person executing this agreement in a representative capacity hereby warrants and  
16 represents that he or she is authorized to do so and that his or her signature shall be binding on that  
17 party.

18 4. This Assignment shall be effective retroactive to September 27, 2019.

19 5. The persons having authority to give and receive notices under this Agreement and their  
20 addresses include the following:

21 COUNTY

22 Erin Haagenson, Senior Staff Analyst  
23 2220 Tulare St., 7<sup>th</sup> Floor  
24 Fresno, CA 93721  
(559) 600-9908

ASSIGNEE

Mike Pugh, P.E., S.E.  
11060 White Rock Road, Suite 200  
Rancho Cordova, CA 95670  
(916) 363-4210 x 237

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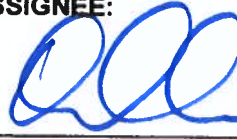
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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement, to be effective as  
2 of the date first above written.

3 ASSIGNOR:

ASSIGNEE:

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6 Dennis Haglan, Assistant Vice President  
7 Drake Haglan & Associates

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Darren R. Conner, CEO and President  
Dewberry Engineers Inc.

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26 PLEASE SEE ADDITIONAL

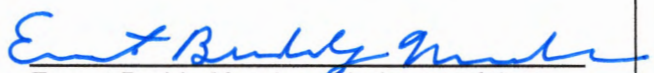
27 SIGNATURE PAGE ATTACHED

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

COUNTY OF FRESNO

  
Ernest Buddy Mendes, Chairman of the  
Board of Supervisors of the County of Fresno

**ATTEST:**  
Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

By:  \_\_\_\_\_  
Deputy