

WHEREAS, The San Francisco Board of Supervisors approved this Consent under Resolution No. 353-15 on September 29, 2015; and

WHEREAS, The City desires to consent to the Assignment under the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals which by this reference are incorporated herein, the promises and the mutual covenants contained in this Consent, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, City, Assignor, and Assignee agree as follows:

1. **Definitions.**

(a) **Agreement No. CS-169 or Agreement.** "Agreement No. CS-169" or "Agreement" shall mean Agreement No. CS-169, Planning & Engineering Services, Central Bayside System Improvement Project Repair, between the City and Assignor, awarded on February 28, 2012, under which Assignor agreed to perform various planning and engineering services on the Central Bayside System Improvement Project for the SFPUC. A copy of Agreement No. CS-169 is attached to this Consent as Exhibit B. The term "Agreement No. CS-169" or "Contract" shall include any amendments or modifications thereto and included as part of Exhibit B.

(b) **Capitalized Terms.** All terms spelled with an initial capital letter in this Consent that are not expressly defined in this Consent will have the respective meanings given such terms in Agreement No. CS-169.

2. **Consent To Assignment And Limited Release By City.**

(a) The City hereby consents to the assignment of Assignor's rights and interests under Agreement No. CS-169 to Assignee, and the assumption by Assignee of all obligations and under Agreement No. CS-169 arising on or after the Effective Date. The City acknowledges that Assignor will retain liability for its past acts or omissions in connection with Work it performed under Agreement No. CS-169.

(b) The City releases and forever discharges Assignor, as well as its shareholders, directors, officers, employees, agents and representatives from (i) all further obligations arising under Agreement No. CS-169 on or after the Effective Date; and (ii) all manner of actions, causes of action, suits, debts, damages, expenses, claims and demands whatsoever that City has or may have against any of the foregoing entities, arising out of or in any way connected to performance under Agreement No. CS-169 on and after the Effective Date.

(c) Assignor acknowledges and expressly understands and agrees that it (i) shall defend, indemnify, and hold the City harmless for all manner of third-party actions, causes of action, suits, debts, damages, expenses, claims and demands consistent with Section 16 of the Agreement arising out of or in any way connected to performance under Agreement No. CS-169 before the Effective Date; and (ii) remains liable for all manner of first-party harm, causes of action, suits, debts, damages, expenses, claims and demands that the City has or may have against Assignor, arising out of or in any way connected to performance under Agreement No. CS-169 before the Effective Date.

3. **Acknowledgements By Assignor And Assignee.** Assignor hereby acknowledges and agrees that through the Assignment, Assignor effectively conveyed, transferred and assigned to Assignee, all of Assignor's rights and interests to Agreement No. CS-169. Assignor further acknowledges and agrees that it will retain liability for its past acts or omissions in connection with Work it performed under Agreement No. CS-169. Assignee, in turn, acknowledges and agrees that through the Assignment, Assignee effectively assumed and agreed to perform all obligations of Assignor under Agreement No. CS-169. Assignee further acknowledges and agrees that it will abide by and assume each and every term, obligation and condition, including but not limited to, each and every responsibility, duty and obligation of Assignor set forth in Agreement No. CS-169, arising on or subsequent to the Effective Date.

4. **Limited Release By Assignor.** With effect from the Effective Date, Assignor releases and discharges the City from any and all payment obligations owed to Assignor under Agreement No. CS-169. Assignor shall submit a final invoice (including all previously held retainage amounts) for payment to the City for all performed services up to the Effective Date. The final invoice shall be submitted within 60 days of the Effective Date. City shall pay for all services satisfactorily performed prior to the Effective Date within 30 days of City's notification to Assignor that City approves of the final invoice.

5. **Effectiveness of Consent; Further Conditions.** The effectiveness of this Consent is subject to and conditioned upon the delivery to the City by Assignee of certificates of insurance demonstrating insurance coverages that meet the minimum requirements specified in Section 15 of Agreement No. CS-169 by no later than five (5) working days after the date on which the San Francisco Board of Supervisors approves this Consent.

6. **Subsequent Assignments; Amendments.** This Consent does not constitute a consent to any assignment and does not relieve Assignee or any person claiming under or through Assignee of the obligation to obtain the consent of City to any future assignment of Agreement No. CS-169. Notwithstanding the foregoing, the City may consent to subsequent assignments of the Agreement No. CS-169, or amend Agreement No. CS-169, without notifying Assignor or anyone else liable under the Contract, including any guarantor of the Contract, and without obtaining their consent, and that action by the City will not relieve those persons or entities of liability.

7. **Governing Law.** This Consent shall be governed by the laws of the State of California, without regard to its conflict of laws principles.

8. **Captions and Headings.** All section headings and captions contained in this Consent are for reference only and shall not be considered in construing this Consent.

9. **Successors; Third-Party Beneficiaries.** Subject to the terms of this Consent, this Consent shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Consent, whether express or implied, shall be construed to give any person or entity (other than the parties hereto and their respective successors and assigns) any legal or equitable right, remedy or claim under or in respect to this Consent or any covenants, conditions or provisions contained herein.

10. **Entire Agreement; Amendments.** This Consent constitutes the final, complete and exclusive statement among the parties to this Consent pertaining to the terms and conditions of the City's consent to the Assignment and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Consent by, nor is any party relying on, any representation or warranty outside of those expressly set forth in this Consent. Any agreement made after the date of this Consent is ineffective to

modify, waive, or terminate this Consent, in whole or in part, unless that agreement is in writing, is signed by the parties to this Consent, and specifically states that the agreement modifies this Consent.

11. **No Waiver Of the Terms And Conditions of Agreement No. CS-169.** Except as explicitly stated in this Consent, nothing contained in this Consent will be deemed or construed to modify, waive, impair, or affect any of the covenants, agreements, terms, provisions, or conditions contained in Agreement No. CS-169.

12. **Severability.** Should the application of any provision of this Consent to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Consent shall not be affected or impaired thereby and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties.

13. **Notices.** All notices, consents, directions, approvals, instructions, requests and other communications regarding this Consent or Agreement No. CS-169 shall be in writing, shall be addressed to the person and address set forth below and shall be (a) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, (b) hand delivered, or (c) sent via facsimile or email (if a facsimile number or email address is provided below). All communications sent in accordance with this Section shall become effective on the date of receipt. From time to time, Assignor, Assignee, and City may designate a new address for purpose of this Section by notice to the other signatories of this Consent.

If to Assignor:

MWH URS JV
44 Montgomery Street, Suite 1400
San Francisco, CA 94104
E-mail: JaNell.cook@mwhglobal.com
Attention: JaNell Cook, Vice President

With a copy to:
URS Corporation
1333 Broadway Street, Suite 900
Oakland, CA 94612
E-mail: noel.wong@aecom.com
Attention: Noel Wong, Vice President

If to Assignee:

MWH Americas, Inc.
2121 N. California Blvd, Suite 600
Walnut Creek, CA 94596
Email: David.S.Harrison@mwhglobal.com
Attention: David Harrison, Vice President

With a copy to:
MWH Americas, Inc.,
370 Interlocken Blvd, Ste. 300
Broomfield, CO 80021
Attention: MWH Legal Dept.

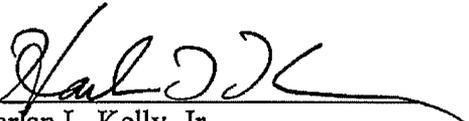
If to City:

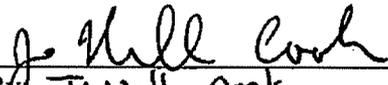
City and County of San Francisco
San Francisco Public Utilities Commission
525 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102
E-mail: mwong@sfwater.org
Attention: Manfred Wong

IN WITNESS WHEREOF, this Agreement has been executed as of the date first referenced above.

CITY AND COUNTY OF SAN FRANCISCO

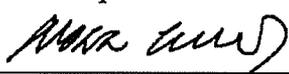
**MWH/URS JV
(ASSIGNOR)**

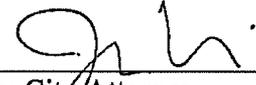

Harlan L. Kelly, Jr.
General Manager
San Francisco Public Utilities Commission

MWH Americas, Inc.

By: Janelle Cook
Title: Principal exchange / JV management committee

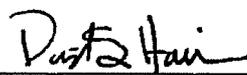
Approved as to Form:

Dennis J. Herrera
City Attorney

URS Corporation

By: Noel Wong
Title: Project Director, Vice President

By: 
Deputy City Attorney

**MWH AMERICAS, INC.
(ASSIGNEE)**


By: David S. Harrison
Title: Sr. Vice President