

CONSENT TO CONTRACT ASSIGNMENT

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the parties hereto, PaveTex Engineering, LLC (hereinafter "Assignor") hereby request consent from Williamson County, Texas (hereinafter "County") of the assignment and transfers of all of Assignor's interest, rights and obligations to Atlas Technical Consultants, LLC (hereinafter "Assignee") in the contract(s) described as follows:

Williamson County Contract for Engineering Services by and between PaveTex Engineering, LLC and Williamson County, Texas for the Williamson County Road & Bridge Department "On-Call" Materials Testing and Geotechnical Engineering Services, being dated effective April 23, 2020, which is incorporated herein by reference for all purposes (hereinafter "Contract").

In consideration of the mutual promises and covenants contained herein, County, Assignor and Assignee hereby agree as follows:

1. Assignor agrees that all rights and obligations of Assignor arising under the Contract or otherwise by law or by the existence of conditions precedent, which may or may not have occurred as of the date of this Consent to Contract Assignment, are hereby included in the Assignment of the Contract to Assignee and Assignee hereby agrees to accept same as if Assignee was an original party to the aforesaid Contract.
2. Following the execution of this Consent to Contract Assignment, Assignee shall fully perform all services and/or provide all goods in accordance with terms and condition of the Contract as if Assignee was an original party to the Contract.
3. Assignor and Assignee have agreed the assignment of the Contract shall be binding upon and inure to the benefit of Assignor and Assignee and their respective affiliates, successors, assigns, heir and devisees and legal representatives.
4. UPON EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT AND IN CONSIDERATION OF COUNTY'S CONSENT TO THE ASSIGNMENT SUBJECT HEREOF, ASSIGNEE HEREBY AGREES THAT ASSIGNEE SHALL INDEMNIFY AND HOLD COUNTY HARMLESS FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES ("LOSSES"), TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ASSIGNOR, ASSIGNOR'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ASSIGNOR INCLUDING, WITHOUT LIMITATION, ASSIGNOR'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ASSIGNOR EXERCISES CONTROL ARISING OUT OF OR RESULTING FROM ASSIGNOR'S PERFORMANCE OF THE CONTRACT OR THE SERVICES PROVIDED UNDER THE CONTRACT PRIOR TO THE EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT.

5. In consideration of the terms, conditions, agreements and covenants set forth herein, County agrees and does hereby consent to Assignor's assignment of the Contract to Assignee.
6. It is the intention of the parties hereto that in the event a court of competent jurisdiction finds that any provision or portion of this Consent to Contract Assignment is unenforceable for any reason, the balance and remainder of this Consent to Contract Assignment shall remain effective and enforceable to the extent possible under the circumstances then existing.
7. Each party to this Consent to Contract Assignment acknowledges that it and its counsel have reviewed this Consent to Contract Assignment and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Consent to Contract Assignment.
8. Each party to this Consent to Contract Assignment hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Consent to Contract Assignment shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Consent to Contract Assignment is governed by the laws of the United States, this Consent to Contract Assignment shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
9. This Consent to Contract Assignment represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written relating to the subject matter hereof. This Consent to Contract Assignment may be amended only by written instrument signed by each party.

AGREED, signed and made effective as of the date of the last party's execution below.

COUNTY:

Williamson County, Texas

By: _____
Bill Gravell, Jr., County Judge

Date: _____, 20____

ASSIGNOR:

PaveTex Engineering, LLC

By: DocuSigned by:
Marvin Garcia
4F2BC779CA26446...

Printed Name: Marvin Garcia

Title: Senior Vice President

Date: June 9, _____, 20 21

ASSIGNEE:

Atlas Technical Consultants, LLC

By: DocuSigned by:
Marvin Garcia
4F2BC779CA26446...

Printed Name: Marvin Garcia

Title: Senior Vice President

Date: June 9, _____, 20 21