

## **ASSIGNMENT OF CONTRACT FOR ENGINEERING SERVICES**

This Assignment of Contract for Engineering Services (“Assignment”) is entered into by and between the City of Round Rock, the City of Cedar Park, and the City of Leander, (collectively referred to as “Assignors”) and the Brushy Creek Regional Utility Authority, Inc., a Local Government Corporation (“BCRUA”). The above entities may be referred to herein as “Party” or “Parties” as the context may require.

### **RECITALS**

**WHEREAS**, Assignors and Camp Dresser & McKee, Inc. (“CDM”) entered into that certain Contract for Engineering Services (“Contract”) effective December 21, 2006, whereby CDM was to provide engineering services related to a regional water treatment and transmission system for Assignors; and

**WHEREAS**, Article 28 of said Contract specifically provides that the Assignors may assign the Contract to a Local Government Corporation created by the Assignors and Assignors intended for such Local Government Corporation to benefit from and be an assignee of Assignor’s rights, remedies, benefits, duties and obligations under the Contract; and

**WHEREAS**, on the 26<sup>th</sup> day of July, 2007, Assignors did create the BCRUA., a Local Government Corporation pursuant to the provisions of Subchapter D of Chapter 431, Texas Transportation Code; and

**WHEREAS**, Assignors desire to memorialize the assignment of rights, remedies, benefits, duties and obligations under the Contract and applicable law to the BCRUA, and the BCRUA desires to assume and accept such assignment;

**NOW, THEREFORE**, it is hereby agreed between the Parties as follows:

### **I.**

#### **ASSIGNMENT AND ACCEPTANCE**

1.1 Subject to the conditions and reservations of the assignment set forth in Section II below, Assignors hereby assign Assignors’ rights, remedies, benefits, duties and obligations under the Contract and under applicable law to the BCRUA.

1.2 Subject to the conditions and reservations of the assignment set forth in Section II below, BCRUA hereby accepts the assignment of the Assignors’ rights, remedies and benefits under the Contract and applicable law and accepts Assignors’ duties and obligations under the Contract and under applicable law.

**II.**  
**CONDITIONS AND RESERVATIONS OF ASSIGNMENT**

2.1 In executing this Assignment, in addition to assigning to Assignee the rights, remedies, benefits, duties and obligations of Assignor under the Contract and under applicable law and as a condition to such assignment, Assignors also reserve and retain unto themselves, the right, if they so choose, to exercise the rights and remedies of the Owners under the Contract and under applicable law and the right, if they so choose, to perform any of the duties and obligations of the Owners under the Contract and under applicable law.

2.2 In accepting this Assignment, the BCRUA acknowledges and accepts the assignment set forth herein subject to the conditions and reservations set forth in paragraph 2.1 above.

2.3 In executing this Assignment, the Assignors are intending to assign and are assigning to the BCRUA any benefits applicable to the Assignors under applicable law, including but not limited to any codes or statutes that pertain to the rights, remedies, benefits, duties and obligations of the Assignors under the Contract.

**IN WITNESS WHEREOF**, the above named parties have caused this document to be executed on the dates provided below by their duly authorized agents to be retroactively effective as of the 26<sup>th</sup> day of July, 2007.

**ASSIGNORS**

**The City of Round Rock**

By: \_\_\_\_\_  
Alan McGraw, Mayor

Date: \_\_\_\_\_

**The City of Cedar Park**

By: \_\_\_\_\_  
Matt Powell, Mayor

Date: \_\_\_\_\_

**The City of Leander**

By: \_\_\_\_\_  
Christopher Fielder, Mayor

Date: \_\_\_\_\_

**BRUSHY CREEK REGIONAL UTILITY  
AUTHORITY, INC.**

By: \_\_\_\_\_  
Jon Lux, President

Date: \_\_\_\_\_