

*County of Orange, OC Public Works
ATI-AC Martin, Inc. dba ATI Architects + Engineers*

MA-012-16010516

ASSIGNMENT, NOVATION AND CONSENT AGREEMENT

This ASSIGNMENT, NOVATION AND CONSENT AGREEMENT is made and entered into as of the date fully executed ("Agreement") by and among ATI Engineering Services, Inc. dba ATI Architects & Engineers with an address of 3860 Blackhawk RD Danville California 94506 ("Assignor"), ATI-AC Martin, Inc dba ATI Architects + Engineers. with an address of 3860 Blackhawk RD Danville California 94506 ("Assignee"), and the County of Orange, a political subdivision of the State of California, with an address of 300 North Flower Street, Santa Ana, California ("County").

WHEREAS, Assignor and County entered into a Contract MA-012-16010516 for On-Call Architect-Engineer Design Professional Consultant Architectural Services (Services), effective December 15, 2015 (the "Contract"), pursuant to which Assignor provided Services on behalf of the County;

WHEREAS, Assignor merged with Planning Architecture Engineering Alliance, Inc. and created a new corporate entity ATI-AC Martin, Inc. dba ATI Architects + Engineers Assignor thereby wishes to transfer and assign to Assignee its rights and obligations under the Contract to Assignee; and,

WHEREAS, Assignee wishes to acquire the Contract and to continue to provide such Services to County in accordance with the terms and conditions of the Contract; and,

WHEREAS, County is willing to release Assignor from the obligations under the Contract and to consent to Assignee assuming such obligations under the Contract; and

WHEREAS, the parties desire to substitute Assignee in place of Assignor with respect to the Contract;

NOW, THEREFORE, in consideration of the premises hereto and the mutual covenants and agreements herein set forth, the parties agree as follows:

1. Assignor does hereby assign, transfer, and convey to the Assignee as of January 15, 2018 (the "Effective Date") all of Assignor's title, right, obligations, and interest in, to and under the said Contract.
2. Assignee hereby accepts such assignment of the Contract as of the Effective Date, and agrees to assume all of Assignor's duties and obligations in, to and under the Contract from and after the Effective Date. Such assignment shall not hinder or preclude Assignee from participating in any future County request for proposal process.
3. County further consents to the substitution and novation of Assignee in place and instead of Assignor from and after the Effective Date.
4. County and Assignee each consent to fully release Assignor from any and all obligations, responsibilities, and duties under the Contract from and after the Effective Date.
5. Notwithstanding Paragraph 3 above, Assignor agrees that it shall cooperate with Assignee in effectuating an orderly transition of the County information to the Assignee in order for Assignee to fulfill its obligations, responsibilities, and duties under the Contract from and after the Effective Date.
6. Assignee agrees to defend and indemnify Assignor from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees and other

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costs of defense and damages, resulting from and related to the Contract from and after the Effective Date.

7. Assignor agrees to defend and indemnify County and Assignee from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees, resulting from and related to Assignor's performance under the Contract and subject to the terms of the Contract prior to the Effective Date.
8. This Agreement constitutes the entire agreement concerning the assignment between the parties and it may not be modified, altered or amended other than in writing executed by the party sought to be charged thereby.
9. This Agreement may be executed in faxed counterparts, and in such event, the counterpart signatures shall be assembled and shall together constitute a complete agreement.

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IN WITNESS WHEREOF, the parties acknowledge that they have read the assignment, novation and consent, understand it and agree to be bound by its terms. Each party has full power and authority to enter into and perform this assignment, novation and consent, and the person signing this assignment, novation and consent on behalf of each has been properly authorized and empowered to enter into this assignment, novation and consent.

ATI ENGINEERING SERVICES, INC. DBA ATI ARCHITECTS & ENGINEERS *

DocuSigned by:
By: Paul Didonato

Name: Paul Didonato

Title: President

Date: 8/15/2018

DocuSigned by:
By: Oliver Santos

Name: Oliver Santos

Title: Secretary/Treasurer

Date: 8/15/2018

ATI-AC MARTIN, INC. DBA ATI ARCHITECTS + ENGINEERS*

DocuSigned by:
By: Paul Didonato

Name: Paul Didonato

Title: President

Date: 8/15/2018

DocuSigned by:
By: Oliver Santos

Name: Oliver Santos

Title: Secretary/Treasurer

Date: 8/15/2018

COUNTY OF ORANGE,
a political subdivision of the State of California

Date: _____

By _____

Print
Name _____

Title _____

APPROVED AS TO FORM:

County Counsel

By: [Signature]
Deputy

Date: 8/15/2018

* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.