

**PALM BEACH COUNTY
 BOARD OF COUNTY COMMISSIONERS
 AGENDA ITEM SUMMARY**

Meeting Date: October 6, 2015
 Consent
 Regular

 Workshop
 Public Hearing

Department:
Submitted By: Engineering & Public Works
Submitted For: Roadway Production Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A) a consent to assignment of the annual structural contract R2014-0120, (Structural Contract) for structural engineering services on a work task order basis from Bridge Design Associates, Inc. (BDA) to Wantman Group, Inc. (WGI);
- B) a consent to assignment of the annual structural agreement R2011-0174, (Structural Agreement) for structural engineering services on a work task order basis from BDA to WGI;
- C) a consent to assignment of the project agreement R2012-0378, (Camino Real Agreement) for the Camino Real Road / Boca Club Bridge over the Intracoastal Waterway project from BDA to WGI; and
- D) a consent to assignment of the project contract R2014-1555, (Palmetto Park Contract) for the Palmetto Park Road over the Lake Worth Drainage District E-4 Canal (El Rio Canal) Bridge Replacement project from BDA to WGI.

SUMMARY: Approval of these consent to assignments will assign the Structural Contract, Structural Agreement, Camino Real Agreement, and Palmetto Park Contract, from BDA to WGI. BDA has consented to assign their contracts and agreements to WGI for the completion of the work.


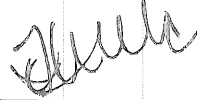
- COUNTYWIDE/DISTRICT 4 (MRE)

Background and Justification: On June 30, 2015, WGI acquired the assets of BDA. BDA requested that Palm Beach County approve assignment of their Structural Contract, Structural Agreement, Camino Real Agreement, and Palmetto Park Contract to WGI. On February 4, 2014, the Board of County Commissioners (BCC) approved the Structural Contract, R2014-0120, with BDA for the annual structural engineering

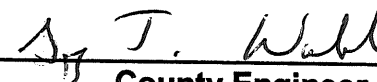
(Continued on Page 3).

Attachments:

- 1. Location Maps
- 2. Consent to Assignment – Structural Contract (2)
- 3. Consent to Assignment – Structural Agreement (2)
- 4. Consent to Assignment – Camino Real Agreement (2)
- 5. Consent to Assignment – Palmetto Park Contract (2)
- 6. Bill of Sale and General Assignment Agreement dated June 30, 2015
- 7. Assignment and Assumption Agreement Contract dated July 1, 2015
- 8. State of Florida Licensing and Incorporation documents and Certificates of Insurance

Recommended by:  8/25/15 

 Division Director
 Date

Approved by:  9/15/15

 County Engineer
 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	\$ -0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$ **	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes No

Budget Acct No.: Fund__ Dept.__ Unit__ Object Program

Recommended Sources of Funds/Summary of Fiscal Impact:

**This item has no fiscal impact.

C. Departmental Fiscal Review: Alicia Kovalainen

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

Shirley Brown
KD ASD OFMB 9/15
9/15 9/15

D. J. Jacobson
Contract Dev. and Control 9/24/15
B Wheeler 9-24-15

B. Approved as to Form and Legal Sufficiency:

Monica Platt 9/24/15
Assistant County Attorney

C. Other Department Review:

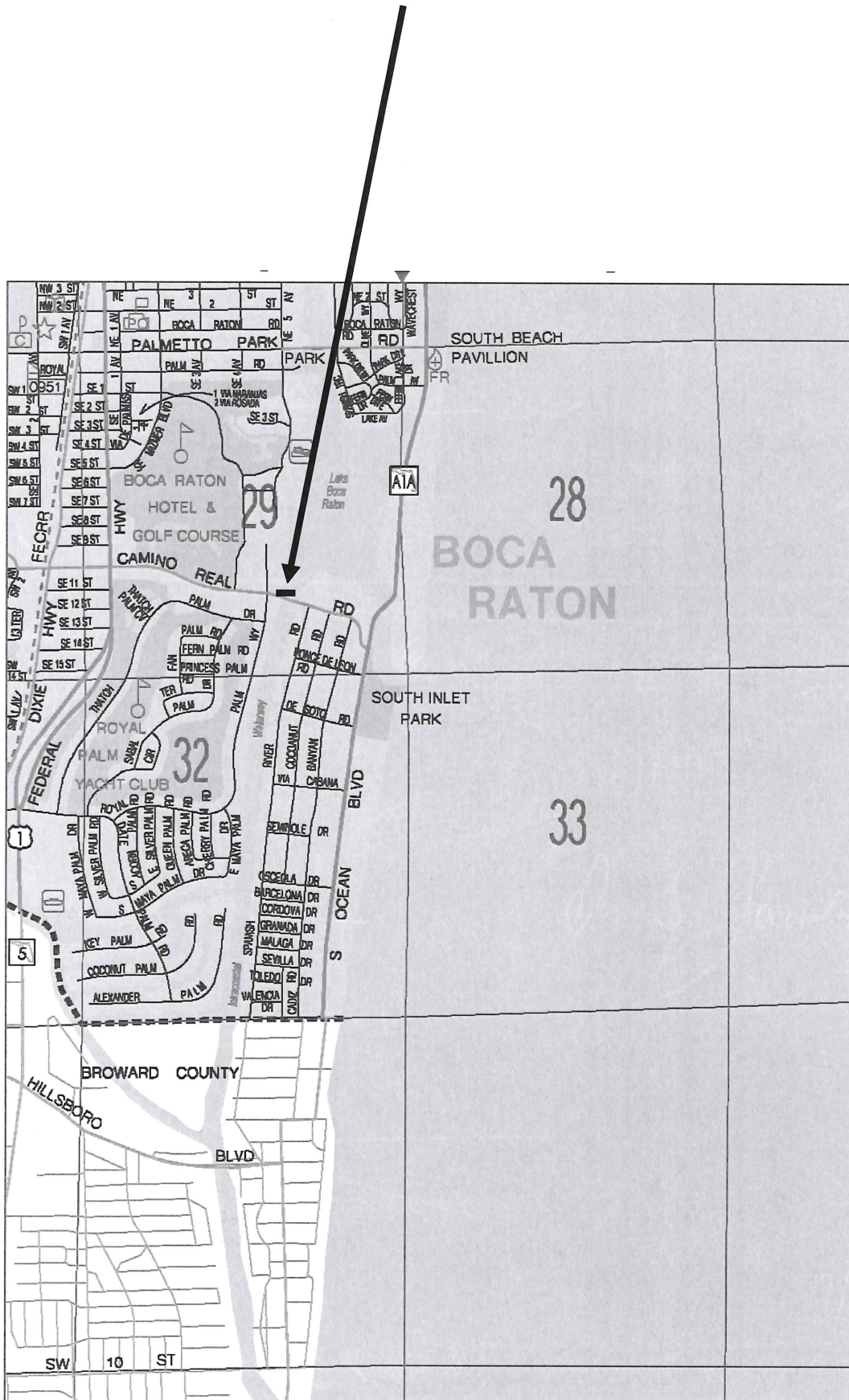
Department Director

This summary is not to be used as a basis for payment.

Background and Justification: (Continued from Page 1).

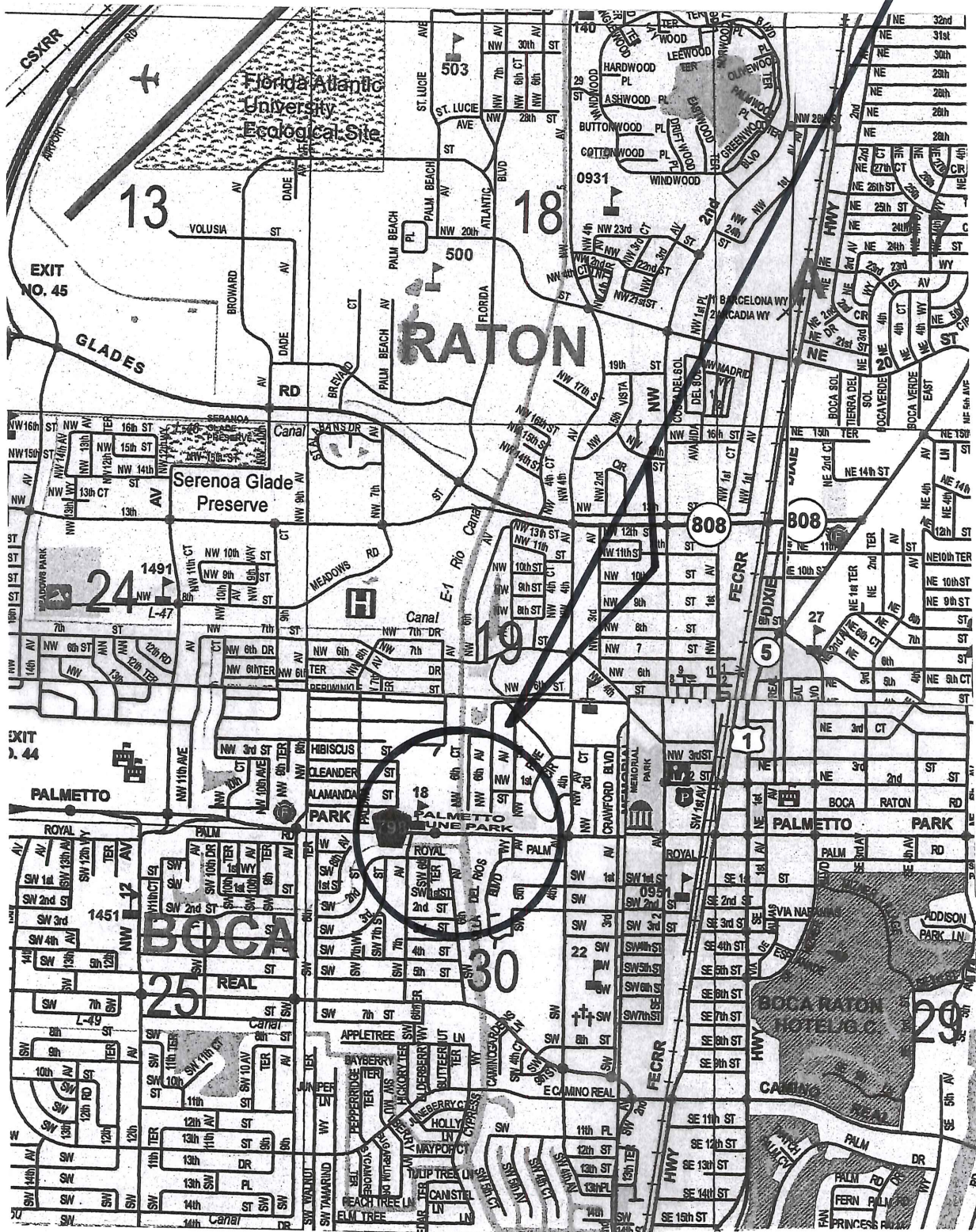
services on a work task order basis. On February 15, 2011, the BCC approved the Structural Agreement, R2011-0174, with BDA for the annual structural engineering services on a work task order basis. On January 19, 2012, the County Engineer approved the Camino Real Agreement for the Camino Real Road / Boca Club Bridge over the Intracoastal Waterway project (Camino Real Project) and on March 6, 2012, the BCC approved the receive and file, R2012-0378. On October 21, 2014, the BCC approved the Palmetto Park Contract, R2014-1555, for the Palmetto Park Road over the Lake Worth Drainage District E-4 Canal (El Rio Canal) Bridge Replacement project (Palmetto Park Project). Since professional services are still necessary for completion of the Structural Contract, Structural Agreement, Camino Real Project, and Palmetto Park Project, the assignment of these contracts and agreements to WGI will provide for continuation of these services. Staff recommends assignment of BDA's Structural Contract, Structural Agreement, Camino Real Agreement, and Palmetto Park Contract to WGI.

**CAMINO REAL ROAD / BOCA CLUB BRIDGE
OVER INTRACOASTAL WATERWAY
PALM BEACH COUNTY PROJECT NO. 2003501**



LOCATION MAP

**Palmetto Park Road over LWDD E-4 Canal (El Rio Canal)
Bridge Replacement
Palm Beach County Project No. 2013531**



LOCATION MAP

CONSENT TO ASSIGNMENT

This Consent to Assignment by and among **BRIDGE DESIGN ASSOCIATES, INC.** a Florida corporation (hereinafter "Assignor"), and **WANTMAN GROUP, INC.**, a Florida corporation (hereinafter "Assignee"), and the Board of County Commissioners, a political subdivision of the State of Florida (hereinafter "COUNTY"), is made _____, 2015.

WHEREAS, on February 4, 2014, Assignor entered into an Annual Structural Contract (Contract) (R2014-0120) on a work task order basis with COUNTY to furnish structural engineering services; and said Contract is still active; and

WHEREAS, Assignor has assigned to Assignee all Assignor's rights, title, and interests in the Contract and all amendments thereto via an Asset Purchase Agreement dated June 30, 2015; and

WHEREAS, Section 7.7 of the Contract provides for assignment of the Contract with the consent of the COUNTY; and

WHEREAS, the assignment of this Contract is in the best interest of the health, safety, and welfare of the citizens of Palm Beach County.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1. The above recitals are hereby ratified and incorporated herein.
2. Assignee accepts the assignment of the Contract and agrees to perform each and every obligation of the Assignor under the Contract and all amendments thereto, from and after the effective date until completion of the work, expiration, or termination of the Contract pursuant to the terms of the Contract.

**ASSIGNMENT OF:
BRIDGE DESIGN ASSOCIATES, INC. TO
WANTMAN GROUP, INC.
Annual Structural Contract (Contract) (R2014-0120)
Palm Beach County Project – On A Work Task Order Basis**

3. The COUNTY consents to the assignment of the rights, title, interests, obligations, and duties of Assignor as Consultant under the Contract to Assignee subject to the conditions set forth below:

- a. There are no claims, demands, or legal actions presently pending or contemplated within the knowledge of Assignor and that any and all subcontractors, sub-consultants and suppliers have been paid or will be promptly paid by Assignee.
- b. Assignor acknowledges and agrees that it is responsible to COUNTY for all work performed under the Contract and Assignor agrees to indemnify and hold COUNTY harmless of and from any and all liabilities, losses, claims or damages which have arisen or may arise in connection with any negligent act, error, or omission, in the performance under the Contract.
- c. Assignee agrees that it will be subject to and abide by all of the terms and conditions of the Contract, including the amount of remaining compensation to be paid for performance of the services specified in the Contract.
- d. All unpaid amounts due and owing to Assignor under the Contract including retainage as of the date of June 30, 2015, will be paid to Assignee.

4. All notices required to be given under this Consent to Assignment or under the Contract shall be mailed to the following:

County: Tanya N. McConnell, P.E., Deputy County Engineer
Palm Beach County Engineering & Public Works Department
2300 N. Jog Road
West Palm Beach, FL 33411

Assignor: Bridge Design Associates, Inc.
1402 Royal Palm Beach Boulevard, Building 200
Royal Palm Beach, Florida 33411
Attn: Mr. Brian Rheault, P.E., President

Assignee: Wantman Group, Inc.
2035 Vista Parkway
West Palm Beach, Florida 33411
Attn: Mr. David Wantman, P.E., President

ASSIGNMENT OF:
BRIDGE DESIGN ASSOCIATES, INC. TO
WANTMAN GROUP, INC.
Annual Structural Contract (Contract) (R2014-0120)
Palm Beach County Project – On A Work Task Order Basis

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date
written above.

**Palm Beach County, Florida, By Its
Board of County Commissioners**

By: _____
Shelley Vana, Mayor

SEAL

ATTEST:
Sharon R. Bock, Clerk & Comptroller
Circuit Court

By: _____
Deputy Clerk

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

By: _____
COUNTY ATTORNEY

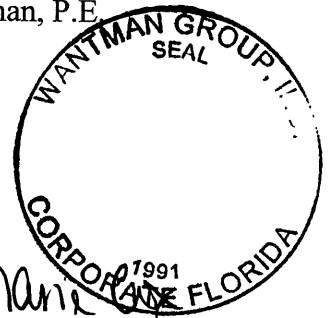
APPROVED AS TO TERMS AND
CONDITIONS:

By: Donald A. Ferrell

**CONSULTANT:
Wantman Group, Inc.
(Assignee)**

By: _____
Mr. David Wantman, P.E.
President

CORPORATE
SEAL



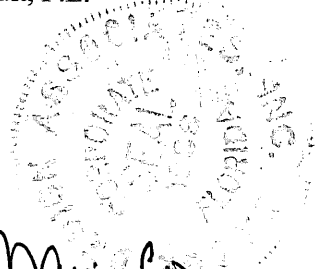
Witness: Dawn Marie Cox
Dawn Cox
Print Name

Witness: JM Hooper
J Marie Hooper
Print Name

**CONSULTANT:
Bridge Design Associates, Inc.
(Assignor)**

By: _____
Mr. Brian C. Rheault, P.E.
President

CORPORATE
SEAL



Witness: Dawn Marie Cox
Dawn Cox
Print Name

Witness: JM Hooper
J Marie Hooper
Print Name

CONSENT TO ASSIGNMENT

This Consent to Assignment by and among **BRIDGE DESIGN ASSOCIATES, INC.** a Florida corporation (hereinafter "Assignor"), and **WANTMAN GROUP, INC.**, a Florida corporation (hereinafter "Assignee"), and the Board of County Commissioners, a political subdivision of the State of Florida (hereinafter "COUNTY"), is made _____, 2015.

WHEREAS, on February 15, 2011, Assignor entered into an Annual Structural Agreement (Agreement) (R2011-0174) on a work task order basis with COUNTY to furnish structural engineering services; and said Agreement is still active; and

WHEREAS, Assignor has assigned to Assignee all Assignor's rights, title, and interests in the Agreement and all amendments thereto via an Asset Purchase Agreement dated June 30, 2015; and

WHEREAS, Section 7.7 of the Agreement provides for assignment of the Agreement with the consent of the COUNTY; and

WHEREAS, the assignment of this Agreement is in the best interest of the health, safety, and welfare of the citizens of Palm Beach County.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1. The above recitals are hereby ratified and incorporated herein.
2. Assignee accepts the assignment of the Agreement and agrees to perform each and every obligation of the Assignor under the Agreement and all amendments thereto, from and after the effective date until completion of the work, expiration, or termination of the Agreement pursuant to the terms of the Agreement.

**ASSIGNMENT OF:
BRIDGE DESIGN ASSOCIATES, INC. TO
WANTMAN GROUP, INC.
Annual Structural Agreement (Agreement) (R2011-0174)
Palm Beach County Project – On A Work Task Order Basis**

3. The COUNTY consents to the assignment of the rights, title, interests, obligations, and duties of Assignor as Consultant under the Agreement to Assignee subject to the conditions set forth below:

- a. There are no claims, demands, or legal actions presently pending or contemplated within the knowledge of Assignor and that any and all subcontractors, sub-consultants and suppliers have been paid or will be promptly paid by Assignee.
- b. Assignor acknowledges and agrees that it is responsible to COUNTY for all work performed under the Agreement and Assignor agrees to indemnify and hold COUNTY harmless of and from any and all liabilities, losses, claims or damages which have arisen or may arise in connection with any negligent act, error, or omission, in the performance under the Agreement.
- c. Assignee agrees that it will be subject to and abide by all of the terms and conditions of the Agreement, including the amount of remaining compensation to be paid for performance of the services specified in the Agreement.
- d. All unpaid amounts due and owing to Assignor under the Agreement including retainage as of the date of June 30, 2015, will be paid to Assignee.

4. All notices required to be given under this Consent to Assignment or under the Agreement shall be mailed to the following:

County: Tanya N. McConnell, P.E., Deputy County Engineer
Palm Beach County Engineering & Public Works Department
2300 N. Jog Road
West Palm Beach, FL 33411

Assignor: Bridge Design Associates, Inc.
1402 Royal Palm Beach Boulevard, Building 200
Royal Palm Beach, Florida 33411
Attn: Mr. Brian Rheault, P.E., President

Assignee: Wantman Group, Inc.
2035 Vista Parkway
West Palm Beach, Florida 33411
Attn: Mr. David Wantman, P.E., President

ASSIGNMENT OF:
BRIDGE DESIGN ASSOCIATES, INC. TO
WANTMAN GROUP, INC.
Annual Structural Agreement (Agreement) (R2011-0174)
Palm Beach County Project – On A Work Task Order Basis

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date
written above.

Palm Beach County, Florida, By Its
Board of County Commissioners

By: _____
Shelley Vana, Mayor

SEAL

ATTEST:
Sharon R. Bock, Clerk & Comptroller
Circuit Court

By: _____
Deputy Clerk

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

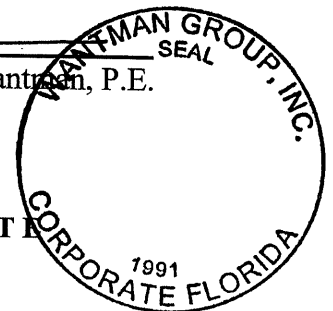
By: _____
COUNTY ATTORNEY

APPROVED AS TO TERMS AND
CONDITIONS:

By: *Ornela A. Fernandez*

CONSULTANT:
Wantman Group, Inc.
(Assignee)

By: *[Signature]*
Mr. David Wantman, P.E.
President



CORPORATE
SEAL

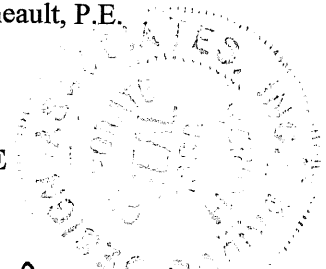
Witness: *Dawn Marie Cox*
Dawn Cox
Print Name

Witness: *JM Hooper*
J Marie Hooper
Print Name

CONSULTANT:
Bridge Design Associates, Inc.
(Assignor)

By: *[Signature]*
Mr. Brian C. Rheault, P.E.
President

CORPORATE
SEAL



Witness: *Dawn Marie Cox*
Dawn Cox
Print Name

Witness: *JM Hooper*
J Marie Hooper
Print Name

CONSENT TO ASSIGNMENT

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WHEREAS, on March 6, 2012, Assignor entered into an Project Agreement (Agreement) (R2012-0378) with COUNTY to furnish engineering services required for the **Camino Real Road / Boca Club Bridge over Intracoastal Waterway, Palm Beach County Project No. 2003501**, and said Agreement is still active; and

WHEREAS, Assignor has assigned to Assignee all Assignor's rights, title, and interests in the Agreement and all amendments thereto via an Asset Purchase Agreement dated June 30, 2015; and

WHEREAS, Section 7.7 of the Agreement provides for assignment of the Agreement with the consent of the COUNTY; and

WHEREAS, the assignment of this Agreement is in the best interest of the health, safety, and welfare of the citizens of Palm Beach County.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1. The above recitals are hereby ratified and incorporated herein.
2. Assignee accepts the assignment of the Agreement and agrees to perform each and every obligation of the Assignor under the Agreement and all amendments thereto, from and after the effective date until completion of the work, expiration, or termination of the Agreement pursuant to the terms of the Agreement.

**ASSIGNMENT OF:
BRIDGE DESIGN ASSOCIATES, INC. TO
WANTMAN GROUP, INC.
Camino Real Road / Boca Club Bridge over Intracoastal Waterway
Palm Beach County Project No. 2003501**

3. The COUNTY consents to the assignment of the rights, title, interests, obligations, and duties of Assignor as Consultant under the Agreement to Assignee subject to the conditions set forth below:

- a. There are no claims, demands, or legal actions presently pending or contemplated within the knowledge of Assignor and that any and all subcontractors, sub-consultants and suppliers have been paid or will be promptly paid by Assignee.
- b. Assignor acknowledges and agrees that it is responsible to COUNTY for all work performed under the Agreement and Assignor agrees to indemnify and hold COUNTY harmless of and from any and all liabilities, losses, claims or damages which have arisen or may arise in connection with any negligent act, error, or omission, in the performance under the Agreement.
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Assignor: Bridge Design Associates, Inc.
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Royal Palm Beach, Florida 33411
Attn: Mr. Brian Rheault, P.E., President

Assignee: Wantman Group, Inc.
2035 Vista Parkway
West Palm Beach, Florida 33411
Attn: Mr. David Wantman, P.E., President

ASSIGNMENT OF:
BRIDGE DESIGN ASSOCIATES, INC. TO
WANTMAN GROUP, INC.
Camino Real Road / Boca Club Bridge over Intracoastal Waterway
Palm Beach County Project No. 2003501

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date
written above.

Palm Beach County, Florida, By Its
Board of County Commissioners

By: _____
Shelley Vana, Mayor

SEAL

ATTEST:
Sharon R. Bock, Clerk & Comptroller
Circuit Court

By: _____
Deputy Clerk

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

By: _____
COUNTY ATTORNEY

APPROVED AS TO TERMS AND
CONDITIONS:

By: *Daniel A. Fernandez*

CONSULTANT:
Wantman Group, Inc.
(Assignee)

By: *[Signature]*
Mr. David Wantman, P.E.
President



CORPORATE
SEAL

Witness: *Dawn Marie Cox*
Dawn Cox
Print Name

Witness: *JM Hooper*
JMarie Hooper
Print Name

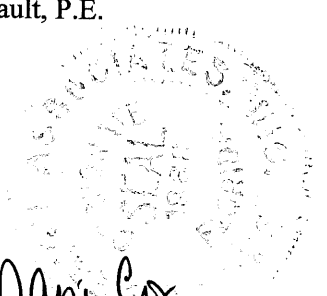
CONSULTANT:
Bridge Design Associates, Inc.
(Assignor)

By: *[Signature]*
Mr. Brian C. Rheault, P.E.
President

CORPORATE
SEAL

Witness: *Dawn Marie Cox*
Dawn Cox
Print Name

Witness: *JM Hooper*
JMarie Hooper
Print Name



CONSENT TO ASSIGNMENT

This Consent to Assignment by and among **BRIDGE DESIGN ASSOCIATES, INC.** a Florida corporation (hereinafter "Assignor"), and **WANTMAN GROUP, INC.**, a Florida corporation (hereinafter "Assignee"), and the Board of County Commissioners, a political subdivision of the State of Florida (hereinafter "COUNTY"), is made _____, 2015.

WHEREAS, on October 21, 2014, Assignor entered into an Project Contract (Contract) (R2014-1555) with COUNTY to furnish engineering services required for the **Palmetto Park Road over LWDD E-4 Canal (El Rio Canal) Bridge Replacement, Palm Beach County Project No. 2013531**, and said Contract is still active; and

WHEREAS, Assignor has assigned to Assignee all Assignor's rights, title, and interests in the Contract and all amendments thereto via an Asset Purchase Agreement dated June 30, 2015; and

WHEREAS, Section 7.7 of the Contract provides for assignment of the Contract with the consent of the COUNTY; and

WHEREAS, the assignment of this Contract is in the best interest of the health, safety, and welfare of the citizens of Palm Beach County.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1. The above recitals are hereby ratified and incorporated herein.
2. Assignee accepts the assignment of the Contract and agrees to perform each and every obligation of the Assignor under the Contract and all amendments thereto, from and after the effective date until completion of the work, expiration, or termination of the Contract pursuant to the terms of the Contract.

**ASSIGNMENT OF:
BRIDGE DESIGN ASSOCIATES, INC. TO
WANTMAN GROUP, INC.
Palmetto Park Road over LWDD E-4 Canal (El Rio Canal) Bridge Replacement
Palm Beach County Project No. 2013531**

3. The COUNTY consents to the assignment of the rights, title, interests, obligations, and duties of Assignor as Consultant under the Contract to Assignee subject to the conditions set forth below:

- a. There are no claims, demands, or legal actions presently pending or contemplated within the knowledge of Assignor and that any and all subcontractors, sub-consultants and suppliers have been paid or will be promptly paid by Assignee.
- b. Assignor acknowledges and agrees that it is responsible to COUNTY for all work performed under the Contract and Assignor agrees to indemnify and hold COUNTY harmless of and from any and all liabilities, losses, claims or damages which have arisen or may arise in connection with any negligent act, error, or omission, in the performance under the Contract.
- c. Assignee agrees that it will be subject to and abide by all of the terms and conditions of the Contract, including the amount of remaining compensation to be paid for performance of the services specified in the Contract.
- d. All unpaid amounts due and owing to Assignor under the Contract including retainage as of the date of June 30, 2015, will be paid to Assignee.

4. All notices required to be given under this Consent to Assignment or under the Contract shall be mailed to the following:

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Palm Beach County Engineering & Public Works Department
2300 N. Jog Road
West Palm Beach, FL 33411

Assignor: Bridge Design Associates, Inc.
1402 Royal Palm Beach Boulevard, Building 200
Royal Palm Beach, Florida 33411
Attn: Mr. Brian Rheault, P.E., President

Assignee: Wantman Group, Inc.
2035 Vista Parkway
West Palm Beach, Florida 33411
Attn: Mr. David Wantman, P.E., President

ASSIGNMENT OF:
BRIDGE DESIGN ASSOCIATES, INC. TO
WANTMAN GROUP, INC.

**Palmetto Park Road over LWDD E-4 Canal (El Rio Canal) Bridge Replacement
Palm Beach County Project No. 2013531**

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date
written above.

**Palm Beach County, Florida, By Its
Board of County Commissioners**

By: _____
Shelley Vana, Mayor

SEAL

ATTEST:
Sharon R. Bock, Clerk & Comptroller
Circuit Court

By: _____
Deputy Clerk

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

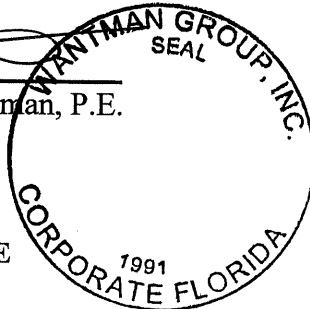
By: _____
COUNTY ATTORNEY

APPROVED AS TO TERMS AND
CONDITIONS:

By: Donald A. Fernandez

**CONSULTANT:
Wantman Group, Inc.
(Assignee)**

By: _____
Mr. David Wantman, P.E.
President



CORPORATE
SEAL

Witness: Dawn Marie Cox
Dawn Cox
Print Name

Witness: JM Hooper
J Marie Hooper
Print Name

**CONSULTANT:
Bridge Design Associates, Inc.
(Assignor)**

By: _____
Mr. Brian C. Rheault, P.E.
President

CORPORATE
SEAL

Witness: Dawn Marie Cox
Dawn Cox
Print Name

Witness: JM Hooper
J Marie Hooper
Print Name

BILL OF SALE AND GENERAL ASSIGNMENT

Bridge Design Associates, Inc., a corporation organized and existing under the laws of the State of Florida ("Seller"), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer, convey and deliver to Wantman Group, Inc., a corporation formed under the laws of the State of Florida (the "Buyer"), all of the Seller's right, title and interest in and to the Acquired Assets, as defined in the Asset Purchase Agreement dated as of June 30, 2015 by and among the Buyer, Seller and the shareholder of Seller (the "Asset Purchase Agreement"), free and clear of any and all Encumbrances, other than Permitted Encumbrances with respect to such Acquired Assets, to have and to hold the same unto the Buyer, its successors and assigns, forever. Capitalized terms not otherwise defined herein will have the meanings ascribed thereto in the Asset Purchase Agreement.

This Bill of Sale and General Assignment is executed and delivered pursuant to the terms and conditions of the Asset Purchase Agreement and is a transfer and conveyance by the Seller to the Buyer of all of Seller's right, title and interest in and to said Acquired Assets subject to the terms and conditions set forth in the Asset Purchase Agreement, and on the basis of the representations and warranties and subject to the schedules set forth in the Asset Purchase Agreement.

Seller covenants and agrees with Buyer and its successors and assigns that Seller will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered any and all such further acts, instruments, papers and documents, and will give such further assurances, as may be necessary, proper or convenient to carry out and effectuate the intent and purposes of this Bill of Sale and General Assignment.

In the event of any conflict or inconsistency between this Bill of Sale and General Assignment and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.

A signature on this Bill of Sale and General Assignment delivered by facsimile or electronic facsimile transmission will be deemed to be the delivery of an original signature.

[Signature Page Follows.]

IN WITNESS WHEREOF, the Seller, intending legally to be bound, has caused this Bill of Sale and General Assignment to be duly executed as of June 30, 2015.

BRIDGE DESIGN ASSOCIATES, INC.

By: 
Brian C. Rheault, PE, President

**ASSIGNMENT AND ASSUMPTION AGREEMENT
CONTRACTS (CLIENT)**

THIS CONTRACT ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of the 1st day of July, 2015, by and between Bridge Design Associates, Inc., a corporation organized and existing under the laws of the State of Florida ("Assignor") and Wantman Group, Inc., a corporation formed under the laws of the State of Florida ("Assignee").

WITNESSETH

WHEREAS, the Assignor as Seller and the Assignee as Buyer together with the shareholder of Assignor, are parties to that certain Asset Purchase Agreement dated June 30, 2015 (the "Asset Purchase Agreement"), pursuant to which the Assignee will purchase (1) all existing and open backlog and contracts of the Business to perform services signed on or after June 7, 2015 (including without limitation contracts and outstanding proposals for services, teaming commitments and agreements, purchase orders, supply agreements, distribution agreements and task orders) (2) the work to be performed on all existing and open backlog and contracts of the Business signed before June 7, 2015 but to be performed after November 30, 2016 and (3) task orders for new scopes of services under master services agreements currently in the name of Seller arising on or after June 7, 2015 and amendments and supplemental agreements to Existing Contracts signed after June 7, 2015, to the extent of such work, in each case whether oral or written as set forth on Schedules 4.11 and 4.12 to the Asset Purchase Agreement (collectively the "Future Contracts") subject to that certain Management and Services Agreement of the same day hereof;

WHEREAS, Assignor wishes to assign its rights under said Future Contracts to Assignee and Assignee wishes to assume Assignor's obligations under such Future Contracts.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Definitions**. Terms used but not defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement
2. **Assignment**. Effective as of 12:01 a.m. on July 1, 2015 (the "Effective Date"), Assignor hereby assigns, transfers and sets over unto Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Future Contracts, including any amendments, extensions, renewals or assignments thereof, and in and to all payments, retainage, if any, and other amounts due or to become due and payable under said Future Contracts.
3. **Assumption**. Assignee hereby assumes and agrees to pay, perform and discharge all of the obligations and duties of Assignor under the Future Contracts arising from and after the Effective Date.

4. Client Consent. Nothing in this Contract Assignment and Assumption Agreement shall be construed as an attempt or agreement to assign any Future Contract as to which a required third party consent to assignment is required but not obtained.
5. Indemnification by Assignor. Assignor hereby agrees to indemnify and hold Assignee harmless from and against any loss, claim, damage or expense (including court costs and reasonable attorney's fees) resulting from any breach by, or default of, Assignor under the Future Contracts, prior to the Effective Date, and under each Future Contract, prior to receipt of consent to the assignment for that contract, which indemnity is subject to the limitations and other provisions of the Asset Purchase Agreement.
6. Indemnification by Assignee. Assignee hereby agrees to indemnify and hold Assignor harmless from and against and loss, claim, liability, damage or expense (including court costs and reasonable attorney's fees) after the Effective Date based on the failure of Assignee to so perform any of the obligations of the Assignor in respect to the Future Contracts expressly assumed by the Assignee hereunder and under each Future Contract upon receipt of consent to the assignment for that Future Contract, which indemnity is subject to the limitations and other provisions of the Asset Purchase Agreement.
7. Further Assurances. Each of the parties hereto further agrees at any time, and from time to time, and without additional consideration, to execute, acknowledge and deliver to the other any and all such further instruments and assurances, and to perform such further acts, as may reasonably be required by such other to more fully effectuate the assignment and assumption contemplated hereunder.
8. Counterparts. This Assignment and Assumption Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same agreement Any signature on this Contract Assignment and Assumption Agreement delivered by facsimile or electronic facsimile transmission will be deemed to be the delivery of an original signature.
9. Governing Law. This Contract Assignment and Assumption Agreement shall be governed by and construed and enforced in accordance with, and discharged by the laws of the State of Florida and shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

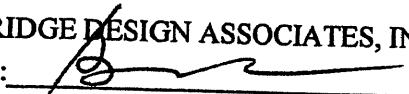
* * * *

Signature Page Follows

IN WITNESS WHEREOF, the parties hereto have caused this Contract Assignment and Assumption Agreement to be executed by their duly authorized representatives as of the day and year first above written.

ASSIGNOR:

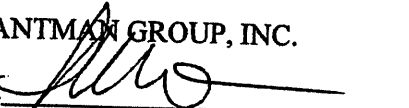
BRIDGE DESIGN ASSOCIATES, INC.

By: 

Brian C. Rheault, PE, President

ASSIGNEE:

WANTMAN GROUP, INC.

By: 

David Wantman, PE, President



State of Florida
Board of Professional Engineers
2639 North Monroe Street, Suite B-112
Tallahassee, FL 32303-5268

MAR 06 2015
BY: _____

Wantman Group, Inc.
2035 VISTA PARKWAY
SUITE 100
WEST PALM BEACH, FL 33411

Each licensee is solely responsible for notifying the Florida Board of Professional Engineers in writing the licensee's current address.

Name changes require legal documentation showing name change. An original, a certified copy, or a duplicate of an original or certified copy of a document which shows the legal name change will be accepted unless there is a question about the authenticity of the document raised on its face, or because the genuineness of the document is uncertain, or because of another matter related to the application.

At least 90 days prior to the expiration date shown on this license, a notice of renewal will be sent to your last known address. If you have not yet received your notice 60 days prior to the expiration date, please call (850) 521-0500, or write, Florida Board of Professional Engineers, 2639 North Monroe Street, Suite B-112, Tallahassee, FL 32303-5268 or e-mail: board@fbpe.org. Our website address is <http://www.fbpe.org>.

State of Florida

Board of Professional Engineers



Attests that

Wantman Group, Inc.



FBPE
FLORIDA BOARD OF
PROFESSIONAL ENGINEERS

is authorized under the provisions of Section 471.02, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Expiration: 2/28/2017
Audit No: 228201702283

CA Lic. No:
6091

State of Florida

Department of State

I certify from the records of this office that WANTMAN GROUP, INC. is a corporation organized under the laws of the State of Florida, filed on July 12, 1991.

The document number of this corporation is S66593.

I further certify that said corporation has paid all fees due this office through December 31, 2015, that its most recent annual report/uniform business report was filed on January 12, 2015, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twelveth day of January, 2015*



Ken Ditzner
Secretary of State

Authentication ID: CC3920390026

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/29/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Insurance Brokerage 3780 Mansell Road Suite 370 Alpharetta GA 30022		CONTACT NAME: Carly Underwood PHONE (A/C. No. Ext.): (770) 552-4225 FAX (A/C. No.): (866) 550-4082 E-MAIL ADDRESS: carly.underwood@greyling.com																						
INSURED Wantman Group, Inc. 2035 Vista Parkway Suite 100 West Palm Beach FL 33411		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Charter Oak Fire Insurance Co.</td> <td>25615</td> </tr> <tr> <td>INSURER B:</td> <td>Travelers Property Casualty</td> <td>25674</td> </tr> <tr> <td>INSURER C:</td> <td>Travelers Indemnity Company of</td> <td>25666</td> </tr> <tr> <td>INSURER D:</td> <td>Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER E:</td> <td>Liberty Insurance Underwriters</td> <td>19917</td> </tr> <tr> <td colspan="2">INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Charter Oak Fire Insurance Co.	25615	INSURER B:	Travelers Property Casualty	25674	INSURER C:	Travelers Indemnity Company of	25666	INSURER D:	Travelers Indemnity Company	25658	INSURER E:	Liberty Insurance Underwriters	19917	INSURER F:		
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INSURER F:																								

COVERAGES CERTIFICATE NUMBER: 14-15 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY			660 1C623193	9/18/2014	9/18/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	GENL AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			BA 1C623802	9/18/2014	9/18/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB			CUP 3947T960	9/18/2014	9/18/2015	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
	<input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			JB 3947T947	9/18/2014	9/18/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	<input type="checkbox"/> Professional Liability			AEE200407-0114	9/18/2014	9/18/2015	Per Claim \$2,000,000
							Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: For All Projects with Palm Beach County. Palm Beach County, Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees & Agents are named as Additional Insureds on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law. Retroactive Date 7/1/1991. Professional Liability Deductible \$50,000.

CERTIFICATE HOLDER CANCELLATION

Palm Beach County Board of County Commissioners, c/o Engineering & Public Works Department 2300 N. Jog Road West Palm Beach, FL 33411-2745	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE David Collings/CARLY <i>David H. Collings</i>
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