

**ASSIGNMENT AGREEMENT**

This Assignment Agreement ("Assignment") is made this 14<sup>th</sup> day of December, 2016, between the County of Nueces ("Client"), Hanson Professional Services Inc., a Delaware Corporation ("Assignee"), and Naismith Engineering, Inc., a Texas Corporation. ("Assignor").

**RECITALS:**

- A. Assignor entered into certain uncompleted Contracts, incorporated herein ("Contracts") with Client as set out on Exhibit A herein attached.
- B. The Contracts are by their terms assignable upon the prior written consent of the Client.
- C. Assignor desires to assign the Contracts to Assignee, and Assignee is willing to perform all remaining duties and obligations under the Contracts.

In consideration of the mutual covenants herein, the parties agree as follows:

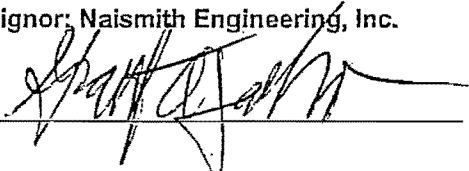
- 1. Assignor grants, bargains, sells, conveys, transfers, assigns, and sets over its entire right, title, interest in and duties under the Contracts to Assignee subject to the covenants and conditions set forth herein.
- 2. Assignee assumes all obligations of Assignor under the Contracts for all work undertaken by Assignor prior to the effective date of the Assignment including but not limited to existing liabilities and subconsultant obligations, and Assignee assumes the Contracts and will perform faithfully all of the covenants, stipulations and agreements contained therein.
- 3. Assignor represents, and Assignee accepts, that there are no claims or demands against the Assignor arising out of or related to the performance under this Assignment prior to the effective date hereof.
- 4. The Effective Date of the Assignment is September 12, 2016.

**IN WITNESS WHEREOF**, the parties have executed this Assignment through their duly authorized officers the day and year first above written.

**Assignor: Naismith Engineering, Inc.**

**Assignee: Hanson Professional Services Inc.**

By: \_\_\_\_\_



By: \_\_\_\_\_



Printed Name: Grant A. Jackson

Printed Name: Robert W. Cusick

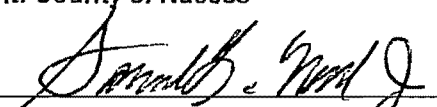
Title: Vice President

Title: Executive Vice President

Client, a party to the Contracts, does hereby consent to the assignment set forth above.

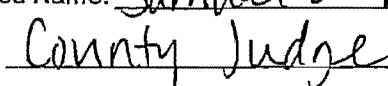
**Client: County of Nueces**

By: \_\_\_\_\_



Printed Name: Samuel L. Neal, Jr.

Title: County Judge



**Attest:**



Kara Sands  
Nueces County Clerk

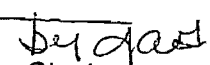


EXHIBIT A

Engineering Contracts assigned to Hanson Professional Services, Inc.

1. Terry Shamsie Blvd – Pavement Rehabilitation  
Execution Date: February 3, 2016  
Expiration Date: October 31, 2017
  
2. Stormwater Inspection and Reporting  
Execution Date: April 5, 2016  
Expiration Date: June 30, 2017
  
3. County Road 52 Extension  
Execution Date: July 8, 2015  
Expiration Date: August 31, 2017